

Panaji, 21st June, 2018 (Jyaistha 31, 1940)

SERIES II No. 12



OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 11 dated 14-06-2018 as follows:-

- (1) Extraordinary dated 14-06-2018 from pages 239 to 240 regarding Orders from Department of Elections.
- (2) Extraordinary (No. 2) dated 18-06-2018 from pages 241 to 242 regarding Order from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies & ex officio Joint Secretary

Order

No. 50/3/(56)/ELEC/BOD/GSEC/RCS/SZ/16/1026

Read: Letter No. 18-55-86/Elec/ARSZ/Credit/Vol.IV/2600 dated 16-02-2018 received from Asstt. Registrar of Co-op. Societies, South Zone, Margao-Goa to fill the two vacant post reserved for women Category on the Board of Goa Shipyard Employees Co-op. Credit Society Ltd., Vasco-da-Gama, Goa.

The Government of Goa is pleased to exempt the Goa Shipyard Employees Co-op. Credit Society Ltd., Vasco-da-Gama, Goa from the provisions of Section 60(3)(b) of the Goa Co-op. Societies Act, 2001 for the term i.e. 2015 to 2020 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Registrar & ex officio Addl. Secretary (Co-op. Societies).

Panaji, 7th June, 2018.

Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 1/13/2017-DHE/1110

Read: 1) Government Order No. 21/1/2012-HE dated 01-08-2016.
2) Government Order No. 21/1/2012-HE/1532 dated 24-08-2016.

Government is pleased to transfer and post Shri Kissan G. Gauns Dessai, Assistant Professor in Computer Science, Government College of Arts, Science and Commerce, Sanquelim-Goa on full time basis to Government College of Arts, Science and Commerce, Quepem-Goa from the new academic year 2018-19 with effect from 19-06-2018 (b.n.).

By order and in the name of the Governor of Goa.

Diwan N. Rane, Under Secretary (Higher Education).

Porvorim, 8th June, 2018.



Goa Human Rights Commission

Proceeding No. 54/2017

Daily Proceeding Sheet

25-10-2017 Sr. No. 4 By Inquiry Report/Order dated 08-05-2017, this Commission made the following recommendation:-

The State of Goa through its Chief Secretary, Secretariat, Porvorim-Goa, in co-ordination with the Chief Conservator of Forests, Forest Department, Panaji-Goa, shall look into the grievances of the complainant and other similarly placed Rubber Tappers and shall make concerted efforts to resolve the grievances of the

complainant and other Rubber Tappers by regularizing their services and by granting them retirement benefits in accordance with law, without any further delay.

By order dated 08-05-2017 (Roznama), this Commission forwarded the Inquiry Report to 1) The State of Goa through its Chief Secretary, Secretariat, Porvorim-Goa and 2) The Chief Conservator of Forests, Forest Department, Panaji-Goa, with a direction to submit Action Taken Report within 90 days.

By letter dated 04-08-2017, the Dy. Director (Administration), Office of the Principal Chief Conservator of Forests, Forest Department, Panaji-Goa, prayed for extension of time by 30 days, which was granted.

The Principal Chief Conservator of Forests, Forest Department, Panaji-Goa has not submitted Action Taken Report even though more than two months have passed after granting extension of time.

The Chief Secretary, Government of Goa, Secretariat, Porvorim-Goa, has also not submitted Action Taken report.

The Chief Secretary, Government of Goa, Secretariat, Porvorim-Goa, and the Principal Chief Conservator of Forests, Forest Department, Panaji-Goa, shall submit Action Taken Report within 60 days.

A. D. Salkar,
Acting Chairperson,
Goa Human Rights
Commission.

J. A. Keny,
Member,
Goa Human Rights
Commission.

Government of Goa
Office of the Principal Chief Conservator of Forests
Forest Department
Gomantak Maratha Samaj Bldg.,
Panaji-Goa

No. 1-V-70-2016-18/164

Dated 10-04-2018

To,
The Under Secretary,
Goa Human Rights Commission,
Old Directorate of Education Building,
1st floor, 18th June Road,
Panaji-Goa.

Sub:- Action Taken Report on regularization of Rubber Tappers.

Sir/Madam,

With reference to your Notice No. 54/2017/1606 dated 16-03-2018 it is to state that this department had already informed you vide letter No. 1-V-70-2016-17/4134 dated 06-11-2017 (copy enclosed) that proposal for regularization and settlement of pension of Rubber Tappers has been forwarded to the Government for consideration.

Further it is to inform that the decision of the Government is still awaited.

Yours faithfully,

P. D. Halarnkar,
Dy. Director (Administration).

Copy to: The Under Secretary (Forest),
Secretariat, Porvorim-Goa.

Government of Goa
Office of the Principal Chief Conservator of Forests
Forest Department
Gomantak Maratha Samaj Bldg.,
Panaji-Goa

No. 1-V-70-2016-17/4134

Dated 06-11-2017

To,
The Under Secretary,
Goa Human Rights Commission,
Old Directorate of Education Building,
18th June Road,
Panaji-Goa.

Sub:- Regarding regularization of service of
Rubber Tappers.

Sir,

I am directed to refer to your letter No. Proceeding No. 54/2017/977 dated 26-10-2017 and to inform you that Forest Department had submitted a proposal for regularization and settlement of pension for Rubber Tappers to the Government for consideration and the Government decision is awaited in this regard (copy enclosed).

This is for your kind information.

Yours faithfully,
P. D. Halarnkar,

Encl: As above Dy. Director (Administration).
Copy to: The P. S. to the Chief Secretary,
Government of Goa, Secretariat, Porvorim-Goa with the request to bring it to the kind notice of Chief Secretary.

Proceeding No. 131/2014**Daily Proceeding Sheet**

13-11-2017 Complainant is present along with Adv. Aires Rodrigues. Adv. K. L. Bhagat for is present Respondent No. 1, 2 and 3.

Respondent No. 4 is not present.

Adv. F. Gomes is present for Respondent No. 5.

Shri Thomas Braganza, Junior Engineer, is present for Respondent No. 6.

Adv. R. Parab is present for Respondent No. 7.

The Director of Panchayats/Respondent No. 2 had earlier filed a memorandum giving direction to the Village Panchayats to submit status report, which is now taken on record.

The Respondent No. 5 and 7 have filed Status Reports today.

We have heard the parties.

We have also gone through the entire records of this case.

It would suffice to give recommendations to the Director of Municipal Administration and the Director of Panchayats to take appropriate steps to provide burial grounds and crematorium grounds in all municipal areas and Village Panchayat areas, respectively.

Accordingly, we recommend that the Director of Municipal Administration and the Director of Panchayats shall take urgent steps to ensure that the crematorium grounds and burial grounds are made available to all the persons in the respective Municipal areas and Village Panchayat areas so that the basic human rights of all the persons are protected.

The Director of Municipal Administration and Director of Panchayats shall submit Action Taken Report in terms of Section 18(e) of Protection of Human Rights Act, 1993, within 60 days.

The proceeding is disposed off.

A. D. Salkar,
Acting Chairperson,
Goa Human
Rights Commission.

J. A. Keny,
Member,
Goa Human
Rights Commission.

DEPARTMENT OF URBAN DEVELOPMENT

(Municipal Administration)
Collectorate Building, Ground Floor,
Panaji-Goa 403001

Telephone Nos.: 0832-2427708

Fax: 0832-2225690

E-mail id:dir-dma.goa@nic.in
Website:- www.urban.goa.gov.in

No. 1/9/2009-UDD/Part-file/3028

To,
The Under Secretary,
Goa Human Rights Commission,
Old Directorate of Education Bldg.,
Panaji-Goa.

Sub.: Proceeding No. 131/2014 daily proceeding Sheet

Sir,

With reference to your Daily Proceeding Sheet disposed off No. 131/2014 dated 13-11-2017, I am directed to place before Hon'ble Commissioner, Goa Human Rights Commission, Panaji-Goa, the Action Taken Report in terms of Section 18 (e) of Protection of Human Rights Act, 1993 of all the Municipalities in Goa for your perusal.

Yours faithfully,

Chandrakant Shetkar,
Additional Director.

Action taken Report of Proceeding No. 131/2014

Sr. No.	Name of the Municipal Councils	Action Taken Report
1	2	3
1.	Corporation of the City of Panaji	Corporation of the City of Panaji informed that this Corporation was never a party to the Proceeding No. 131/2014 and hence this Corporation is not in the Position to file any Action Taken Report.

1

2

3

2. Mormugao Municipal Council

Mormugao Municipal Council informed that Council has already provided with the facilities of burial grounds and crematorium grounds, the names of the locations are here below:

1. Hindu Crematorium, Khariwada.
2. Kabrasthan, Maimollem.
3. Hindu Crematorium, Bogda.
4. Muslim Crematorium, Bogda.
5. Believers Crematorium, Bogda.

Private Organizations

1. St. Andrew Church, Vasco.
2. Candeleria Church, Baina.

It is further informed that Council has proposed new construction/development of crematorium, Kabrasthan/Graveyard for Hindu, Muslim and Christians at Bogda and has already completed 80% of the construction work through Goa State Urban Development Agency, Panaji-Goa.

3. Ponda Municipal Council

The Council has informed that the work of the Common burial ground will be completed by the end of January, 2018. The work remaining is plastering, tiling, painting and fixing gate. (The site plan and layout plan is attached for perusal. The photocopies of the present situation are enclosed).

4. Bicholim Municipal Council

Council inform that this Council have already earmarked 100 sq. mts. area in Sy. No. 99/3, in crematorium at Pajwada, Bicholim, for persons not professing any faith, by fixing boundary stone on site. Also a board is fixed on site mentioning the same.

(The photographs of the same are enclosed herewith for necessary action at your end).

5. Cuncolim Municipal Council

The Council inform that vide resolution No. 10-A of ordinary meeting held on 7th April, 2017 has identified the land under survey No. 340/1(p) of Village Cuncolim to make arrangement for burials and burial grounds, cremations, cremation grounds. The development of the said plot will be taken up through Goa State Urban Development Agency. Land under survey No. 340/1(P) opposite garbage treatment plant. The said property is in possession of this Council as such land admeasuring an area 500 sq. mts. may be marked as public burial ground and cemeteries. Thereafter prolonged discussion it is resolved. "Be it resolved that land a admeasuring 500 sq. mts. from the Municipal acquired property under survey No. 340/1(P) may be marked for public burial ground and cemeteries".

6. Canacona Municipal Council

Chief Officer, Canacona Municipal Council informed that the process of indentification of land is under process and will be placed before Council meeting to take suitable action in the matter and informed accordingly.

7. Quepem Municipal Council

Quepem Municipal Council has proposed the burial ground adjacent to existing crematorium at Condy in Sy. No. 90/1 Village Quepem of Quepem Taluka vide Council Resolution No. 9 A.O.B. dated 26-10-2016. Thereafter Council has forwarded

1

2

3

the proposal to the Goa State Urban Development Agency vide letter No. QMC/MUN/TECH/2016-17/5446 dated 26-12-2016 to take up the development of existing crematorium and proposed burial ground for use of all Community at Condy, Quepem. Council further to informed that the GSUDA have considered our request and the process of appointment of consultant for the said project is in progress as per the information of GSUDA.

8. Sanguem Municipal Council

The council has separate arrangement/sites for cremation ground for Hindu Community, Kabrasthan for Muslim Community and burial ground for the Christian Community as the above mentioned burial ground landed property are belong to the Sanguem Municipal Council that the crematorium ground and burial grounds are made available and basic rights of all the persons are protected by the Council.

9. Valpoi Municipal Council

Council inform to the President of Crematorium/Kabrasthan/ /Cemetery within the Valpoi Municipal area requesting to earmark 100 sq. mts. of land within Crematorium/Kabrasthan/ /Cemetery under their control for burial of dead bodies of the person who are not following any religion/faith.

10. Sanquelim Municipal Council

Council informed that vide resolution dated 05-05-2016 resolved for allotment of 1000 sq. mts. area for the establishment of common facility for cremation/burial of dead in different towns at the Garbage Treatment Plant, Harvalem for this purpose.

11. Mhapsa Municipal Council

Council inform that the said matter is processed by NGPDA for land acquisition and Council has asked the present status in the said matter to the Member Secretary, North Goa Planning and Development Authority, Panaji-Goa and Council requested to NGPDA to furnish present status of the said land acquisition proceedings and clarify the role of this Council in establishing common facility for crematorium/burial of the bodies of the persons not professing any faith.

12. Pernem Municipal Council

Council inform that in its Council Meeting has already identified that land for burial ground in property survey No. 498/3 but the identified plot is required to be confirmed as per survey plan for which this Council has already requested the Inspector of Survey and Land Record on 9-11-2017. Once the plot boundaries are confirmed by the Survey Department this Council as per resolution will move for land acquisition for construction of burial ground.

13. Curchorem-Cacora Municipal Council

This Council is not having any burial ground in his own property and already started the procedure for land acquisition for all community burial ground at Survey No. 170/2, at Ghadiwada, Kakoda-Goa, as per the letter received from Collector/District Magistrate, South Goa. Further this Council will initiate the action on war footing to acquire the said land under the development of the same will be given to GSUDA and the proposed crematorium ground and burial ground will made available at basic right of all the person will be protected by this Council.

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1	2	3
14. Margao Municipal Council	<p>Council inform that pursuant to the directions given by the Goa Human Rights Commission, Council entered into a Memorandum of Understanding with the Mormugao Municipal Council so as to bury the dead because it did not have a developed place of its own to cater to the needs of such persons. This arrangement is being continued till date without any hassles.</p> <p>In the meanwhile the land which was acquired by the Council to set up a Kabrastan for the Muslim has also not taken shape because of stiff opposition from various group of people. Within this land that was supposed to be developed for the purpose of Kabrastan, a part of it was reseved as a burial ground for such persons who were from different faiths. In order to solve the impending imbroglio, the Hon'ble Chief Minister of Goa had even convened a meeting of various stateholders on 08-09-2017 (copy of minutes enclosed).</p> <p>Council has all good intentions to comply to the directions of the Goa Human Rights Commission and the moment the work of Kabrastan is taken up, adequate care would be taken to ensure that a decent burial ground having an area of 1000 sq. mts. is also developed by us.</p>	

Place: Panaji-Goa.

Date:

Chandrakant Shetkar,
Additional Director.

—
No. 19/DP/HRC/Proceeding No. 131/2014/18/2268
Government of Goa,
Directorate of Panchayats,
Junta House, 3rd Floor, 3rd lift,
Panaji-Goa.

Date: 05-04-2018.

To,
The Under Secretary,
Goa Human Rights Commission,
Old Education Building,
Panaji-Goa.

Sub.: Non-submission of action taken report in proceeding No. 131/2014.

Sir/Madam,

In continuation to this office letter No. 19/DP/HRC/Proceeding No. 131/2014/2001 dated 21-03-2018, enclosed find herewith the status report in respect of burial grounds/cremation submitted by all the Village Panchayats through their respective Block Development Officers for information and necessary action.

Yours faithfully,
Ajit Panchawadkar,
Director of Panchayats.

Blockwise status report regarding Burial Grounds/Cremation

PONDA BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Bandora	Place for burial is available	Place for cremation is available	Yes, some portion reserved inside the crematorium at Bandora.
2.	V. P. Betora-Nirankal	Betora, Nirankal Conxem, Codar	Betora, Nirankal, Conxem, Codar	Panchayat has reserved portion/place for person not professing any faith in each of this cremation and burial.
3.	V. P. Betqui-Candola	Kabarasthan available in the jurisdiction of V. P./cemetary not available in the jurisdiction of V. P.	Cremation grounds available	Yes, Amayewada, Candola.
4.	V. P. Bhoma-Adcolna	V. P. Bhoma-Adcolna at Bhoma Crematorium	V. P. Bhoma-Adcolna at Bhoma Crematorium	Yes, place/portion reserved at Bhoma crematorium and for Muslims Kabrasthan facility is available at Muslimwada, Bhoma.
5.	V. P. Borim	Private Crematorium (Church Property)	1) V. P. Borim crematorium 2) Christian cemetery at Betkim-Borim	Yes.
6.	V. P. Cundaim	In V. P. Cundaim Jurisdiction there is facility for burial is available in all crematoriums	In V. P. Cundaim Jurisdiction there is facility for cremation is available in all crematoriums	Yes, portion/place reserved by Village Panchayat for person not professing any faith for cremation and burial in all crematoriums.
7.	V. P. Curti-Khandepar	1 at Nagamasjid private	1 at Opa (private) 1 at Kadsal (private) 1 at Murdi (private) 1 at Prabhunagar (private) 1 at Mestwada (private) 1 at Nagzar (private) 1 at Kelbai (private) 1 at Copperwada (private)	No.
	Deepanagar (Hindu crematorium & Kabrasthan for burial acquired by Panchayat at Deepanagar in Sy. No. 83/0 and 82/0)	Deepanagar (Hindu Crematorium & Kabrasthan for burial acquired by Panchayat at Deepanagar in Sy. No. 83/0 and 82/0)	Yes.	

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1	2	3	4	5
8.	V. P. Durbhat	Yes, at Agapur & Durbhat	Yes, at Agapur & Durbhat	Yes.
9.	V. P. Marcaim	Marcaim	Marcaim	Yes, Honso, Parampai, Mahalwada, Dutole, Aksan, Adan, Wadal, (All private not owned by Panchayat).
10.	V. P. Panchawadi	Yes, at Panai	Yes, at Panai	Yes.
11.	V. P. Queula	Not available	Kapileshwari crematorium, Dhavali crematorium, Galashirem crematorium	Yes.
12.	V. P. Querim	No	V. P. Querim Arla-1 Satode-1	Yes.
13.	V. P. Shiroda	1. Karai St. Joseph 2. Soncrem 3. Bazar (muslim)	1. Chan crematorium 2. Tarvalem crematorium 3. Shivnathi crematorium	Chan crematorium survey No. 527/1.
14.	V. P. Tivrem-Orgao	Christianwada-1 No.	Juwarwada-2 No. Bazarwada-1 No. Tariwada-3 No. Madapai-1 No. Deulwada-1 No.	Yes.
15.	V. P. Usgao-Ganjem	1. Galiwada 2. Zarichawada 3. Gossaviwada 4. Panchawada 5. Barajan 6. Nanus 7. Ganje	1. Galiwada 2. Zarichawada 3. Gossaviwada 4. Panchawada 5. Barajan 6. Nanus 7. Ganje	1. Galiwada Usgao. 2. Zarichawada Usgao. 3. Gossaviwada Usgao. 4. Panchawada Usgao. 5. Barajan Usgao. 6. Cosme Nanus. 7. Ganje.
16.	Veling-Priol-Cuncoliem	Veling-Priol-Cuncoliem	Veling-Priol-Cuncoliem	Yes. 1. Parpatwada Cuncoliem in ward No. 2. 2. Mangeshi in ward No. 5. 3. Mardol in ward No. 6. 4. Simepaine Mangeshi in ward No. 4. 5. Gauthan Priol in ward No. 10. 6. Magilwada Priol in ward No. 9.
17.	Verem-Vaghurme	No	Verem-Vaghurme	Yes, Sy. No. 48/1 Sada-wada Savoi-ver.
18.	V. P. Volvoi	No burial facility is available	Volvoi	Yes, place is reserved at Deulwada, Volvoi.
19.	V. P. Wadi-Talaulim	Yes	Yes	1. Kasswada. 2. Vaddem. 3. Talauli. 4. Wadi.

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PERNEM BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	Agarwada-Chopdem	No	Yes	No
2.	Alorna	Yes	Yes	No
3.	Arambol	Yes	Yes	No
4.	Casarvarnem	No	No	No
5.	Chandel-Hasapur	No	Yes	No
6.	Corgao	Yes	Yes	No
7.	Dhargal	Yes	Yes	No
8.	Ibrampur-Hankhane	Yes	Yes	No
9.	Khajne-Amere-Porascadem	Yes	Yes	No
10.	Mandrem	Yes	Yes	No
11.	Morjim	Yes	No	No
12.	Ozirim	No	Yes	No
13.	Paliem	No	No	No
14.	Parcem	Yes	Yes	No
15.	Querim-Tiracol	Yes	Yes	No
16.	Tamboxem-Mopaa-Ugavem	No	No	No
17.	Torxem	No	Yes	No
18.	Tuem	Yes	Yes	No
19.	Virnoda	No	Yes	No
20.	Warkhand-Nagzr	No	Yes	No

BICHOLIM BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Advalpal	No	No Final Rights are carried out in their own respective places	No
2.	V. P. Amona	No	No	No
3.	V. P. Cudnem	No	No	No

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1	2	3	4	5
4.	V. P. Mayem-Vaiginim	No	1. Gaonkarwada 2. Poira 3. Sikeri 4. Vainguinim 5. Haldanwadi 6. Bhavkar-Mayem	No
5.	V. P. Mulgao	V. P. Mulgao, facility for burial is available in Survey No. 183/0 at Shivilkarwada, Mulgao, Bicholim-Goa	V. P. Mulgao, facility for cremation is available in Survey No. 48/0 at Gaonkarwada, in Survey No. 229/0 at Shirodwadi and in Survey No. 183/0 at Shivilkarwada	No
6.	V. P. Naroa	Burial facility is not available	Village Panchayat Naroa	Yes, crematorium for a person not professing any faith is already exist at Tirth Totewada, Naroa, Bicholim, Goa.
7.	V. P. Latam-barcem	No	At Nanoda, Latambarcem	No
8.	V. P. Salem	No	No	No
9.	V. P. Harvalem	The facility for burial is available in Survey No. 74/0 Pratap Nagar, Harvalem in the premises of Sankhali Municipal Council	The facility for burial is available in Survey No. 74/0 Pratap nagar, Harvalem in the premises of Sankhali Municipal Council	No, any portion/place reserved by the Village Panchayat for person not professing any faith in each of the cremation and burial grounds is identified.
10.	V. P. Sirigao	Not available	Sirigao	No
11.	V. P. Navelim	No	1. Mastewada, Navelim 2. Bharoniwada, Navelim 3. Ghongre Maina Navelim	No
12.	V. P. Karapur	Karapur-Sarvan	1. Nabhik Samaj Crematorium at Vithalapur-Karapur 2. Smashan Bhumi at Vithalapur 3. Kudapwada & Ghadiwada-Karapur Crematorium	No
13.	V. P. Mencure-Dhumashem	Mencure-Dhumashe Panchayat not having burial facility	Mencure-Dhumashe Panchayat not having cremation facility	No
14.	V. P. Ona Maulinguem Kudchirem	No	No	No

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1	2	3	4	5
15.	V. P. Piligao	Private burial grounds is available in V. P. Piligao	Village Panchayat Piligao	No
16.	V. P. Surla	No	No	No
17.	V. P. Velguem	No	V. P. Velguem	No
18.	V. P. Pale Cotombi	No	No	No

QUEPEM BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5

1.	Ambaulim	Yes, Chinchwada-Ambaulim	Akamol-Ambaulim	No
2.	Assolda	Assolda and Xelvona	Assolda, Xelvona & Hodar	No
3.	Avedem-Cotombi & Chaifi	No	V. P. Avedem-Cotombi & Chaifi, cremation at Odxett	No
4.	Balli-Adnem	Nil	Nil	Nil
5.	Barcem-Quedem	No	No	No
6.	Caurem-Pirla	No	Hindu crematorium Caurem	No
7.	Fatorpa-Quital	Burial facility is available for the villagers of the V. P. Fatorpa-Quital in V. P. Balli-Adnem	Yes, facilities for cremation is available in V. P. Fatorpa-Quital	No
8.	Molcornem	Molcornem and Nagvem	Molcornem	No
9.	Morpirla	No	No	No
10.	Naqueri-Betul	Burial facility is available for Muslim & Christian villagers of the V. P. Naqueri-Betul	Yes, facilities for cremation is available in ONGC compound V. P. Naqueri-Betul	No
11.	Xeldem	Tilamol village of Xeldem	Ghanemarad village of Xeldem	No

TISWADI BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	Azossim Mandur	Mandur church wado Azossim church wado	Sirerand Thorley bhat	No
2.	Batim	V. P. Batim in Gauncer wado	V. P. Batim cremation in Moula	No
3.	Carambolim	Facility available at Pether	Facility available at Caribhat	No
4.	Chimbel	Chimbel	Chimbel	No
5.	Chodan-Madel	Chodan-Madel	Chodan-Madel	No
6.	Corlim	Corlim	Corlim	No
7.	Cumbarjua	V. P. Cumbharjua Gaundaulim	V. P. Cumbharjua Gavantwada	No
8.	Curca- -Bambolim- -Talaulim	1) Santan-Talaulim near St. Anna Church 2) Curca near Rosary church 3) Bambolim near Belem Church	1. Gawali-Moula 2. Arcar-Curca 3. Molebhat-Curca 4. Wadwad-Curca 5. Nauxim-Bambolim	No
9.	Goa Velha	V. P. St. Andre burial is one in the Church Cemetery	There is no facility for cremation is available in this Panchayat. The same is done at Sulabhat, Agassaim	No
10.	Goltim Navelim	Facility available	Facility available	No
11.	Merces	Merces Village is having burial facility for catholic community at church property Meshtabhat	Merces Village is having crematorium for Hindu Samshan Bhumi Voilembhat	No
12.	Neura	Church wada, Neura- -O-Grande	1. Gudi wada, Neura- -O-Grande 2. Neura-O-Pequeno	No
13.	St. Lawrence	St. Lawrence, Agassaim	St. Lawrence, Agassaim	No
14.	St. Cruz	V. P. St. Cruz	V. P. St. Cruz	No
15.	Sa Matias	Facility available	Facility available	No
16.	Se Old Goa	Facility available	Facility available	No

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
17.	Siridao-Palem	Siridao-Palem	Siridao-Palem	No
18.	St. Estevam	V. P. St. Estevam	V. P. St. Estevam	No
19.	Taleigao	Church Cemetery situated in V. P. Taleigao	ST Crematorium situated at Dona Paula in V. P. Taleigao	No

SANGUEM BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Bhati	V. P. Bhati	V. P. Bhati	Yes, Survey No. 8, Congarem-Bhati-Sanguem-Goa
2.	V. P. Curdi	V. P. Curdi	V. P. Curdi	No
3.	V. P. Kalay	V. P. Kalay	V. P. Kalay	Yes, This Panchayat has identified the place in survey No. 150/0 at Thorlemol-Kalay, Sanguem-Goa.
4.	V. P. Netorlim	V. P. Netorlim	V. P. Netorlim	Yes, V. P. Netravali selected site for person not professing any faith in each of this cremation and burial grounds at Jamgalin Survey No. 107 of the village Netorlim which comes in Netravali wildlife century. Letter is forwarded to Dy. Conservator, wildlife of forest wildlife department, Margao-Goa for grant of land 2000 sq. mtrs.
5.	V. P. Rivona	V. P. Rivona	V. P. Rivona	Yes, V. P. Rivona requested to Comunidade of Rivona & Colomba for the portion of land to construct burial/cremation ground for the person not professing any faith in each of this cremation and burial grounds.
6.	V. P. Sanvordem	V. P. Sanvordem	V. P. Sanvordem	No.
7.	V. P. Uguem	V. P. Uguem	V. P. Uguem	Yes, site identified at Cotarli-Uguem, Sanguem-Goa.

SATARI BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	Bhironda	Vante Village under Sy. No. 110/1 & 38/1	Sit has identify and application forwarded to Collector, Panaji for approval of grant land	Yes. (Provision made in future such type of crematorium).

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
2.	Cotorem	Nil	Nil	Nil
3.	Dongurli	Nil	Nil	Nil
	Thane			
4.	Guleli	Nil	V. P. Guleli	No
5.	Honda			Yes 1) Narayan Nagar Honda.
6.	Mauxi	No	No	Provision has made in proposal for construction of crematorium in Sy. No. 60/2 at Kopardem forwarded to Chief Architect at Altinho, Panaji, Goa.
7.	Morlem	No	Yes	No
8.	Nagargao	Facility not available	Facility available (01 Crematorium at Satode in Sy. No. 7/1)	No
9.	Pissurlem	Not available	Village Panchayat Pissurlem (Gaonkarwada, Kumbharkhan, Panshem, Shantinagar) (4 No.)	Some portion/place of the existing cremation will be used for the person not possessing any faith.
10.	Poriem	No	Yes	No
11.	Querim	No	Yes	No
12.	Sanvordem	Nil	Nil	No

MORMUGAO BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Chicolna Bogmalo	V. P. Chicolna Bogmalo	V. P. Chicolna Bogmalo	No
2.	V. P. Sancoale	Sancoale	Sancoale	N.A.
3.	V. P. Chicalim	V. P. Chicalim 1. St. Jacinto Island 2. Chicalim	Not available	No
4.	V. P. Verna	Verna Church Verna — Holy Cross	—	No
5.	V. P. Cansaulim-Arossim-Cuelim	V. P. Cansaulim-Arossim-Cuelim (Murdi Cuelim)	V.P. Cansaulim-Arossim-Cuelim (Murdi Cuelim)	No
6.	Nagoa-Salcete	Cemetery of Our Lady of Succour and Good Success Church, Nagoa-Salcete, Goa in Sy. No. 23	Nil	Nil

1	2	3	4	5
7.	V. P. Quelossim	V. P. Quelossim	V .P. Cortalim	No
8.	V. P. Cortalim	V. P. Cortalim	V. P. Cortalim	No
9.	Velsao-Pale-Issorcim	Velsao-Pale-Issorcim, facility for burial is available	Velsao-Pale-Issorcim, cemetery at Velsao, 1 crematorium at Pale, 1 cemetery at Issorcim	No portion/place reserved by the Panchayat.
10.	Majorda Utorda Calata	Two, Majorda & Utorda village	No	No

BARDEZ BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	Oxel	01 cementery- owned by Church of Oxel for Christian community	03-Hindu crematoriums	Out fo 3 Hindu crematoriums, 2 are publicly used by Hindu community and 1 crematorium is used by only one community (saraswat samaj), there is no separate place is reserved, but the crematorium situated at Kuva Tali in ward No. 4 of V. P. Oxel is used by general public. As on date), this Panchayat has not received any complaint on discrimination of dead for cremation in this crematorium, as informed by the Sarpanch and V. P. Members.
2.	Assonora	Modlo wado, Assonora, Bardez-Goa	Moitem wado, Assonora, Bardez-Goa	No
3.	Ucassaim Paliem Punola	Burial belong to the church	Cremation belong to the Hindu committee	No
4.	Verla Canca	No	2-Hindu crematorium in V. P. Verla Canca	No separate place is reserved. This Panchayat had not received any complaint on discrimination of dead in crematorium as informed by the Sarpanch & Village Panchayat Members.
5.	Reis-Magos	Facility available in Three Kings Church in the jurisdiction of Reis-Magos	Facility available at Sonarbhhat in the jurisdiction of Reis-Magos maintained by Village Panchayat Reis-Magos	As per the local inquiry and information given by the Sarpanch separate crematorium is there for Hindu.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
6.	Nachinola	Place available for burial belongs to Bom Jesus Church, Nachinola, Bardez, Goa	Village Panchayat Nachinola, in Sy. No. 58/1 at Borvon waddo, Nachinola, Bardez, Goa	No
7.	Sangolda	Burial facility is not available in V. P. Sangolda. Burials are done at burial ground belonging to V. P. Guirim	Cremation facility is not available in V. P. Sangolda. Cremation is done at crematorium belonging to V. P. Pilerne	No
8.	Penha-de-Franca	Salvador-Do-Mundo and Reis Magos	Penha-de-Franca Church Cemetery	No
9.	Socorro	Yes 1. Burial is belongs to Our Lady of Socorro Church (Zoswaddo) 2. Burial is belongs to Holy Family Church near Electricity Department, Porvorim	Yes 1. 20 point programme Socorro 2. Vaddem Socorro belong to Village Panchayat Socorro	NA
10.	Assagao	1. St. Cajetan's Church at Assagao 2. Our Lady of Miracle Church at Assagao	Munang at Assagao	No
11.	Nerul	Christen Cemetri belong to Our Lady of Remedious Church Nerul, Bardez-Goa	Hindu Crematorium belong to Gram Panchayat at Nerul, Bardez-Goa	No
12.	Siolim-Marna	V. P. Siolim-Marna	V. P. Siolim-Marna	No
13.	Parra	V. P. Parra	V. P. Parra	No
14.	Aldona	V. P. Aldona, burial ground is at Aldona and one at Calvim but both are maintained by the respected Roman Catholic Committees and not by the V. P. as no land is available	V. P. Aldona, crematorium are there one at Corjuem and other at Quitula both are maintained by their respective committees and not by the V. P. as no land is available	No, as the crematorium and burial grounds do not belong to the Panchayat.
15.	Salvador do Mundo	Village Panchayat Salvador do Mundo at Saviour of the World Church, Gangoz, Salvador do Mundo	Village Panchayat Salvador do Mundo at Quitla, Badem-Charmanas and Salem Salvador do Mundo	No

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
16.	Nadora	No	Yes	No
17.	Siolim-Sodiem	Yes	Yes	No
18.	Tivim	1. Cementary at Cansa Lourdes Chapel 2. Cementary at St. Christopher church, Tivim	1. Crematorium at ward Cansa 2. Crematorium at Madel 3. Crematorium at Volvonem	No
20.	Arpora-Nagoa	Available at Holy Trinity Church, Nagoa	1 available at Arpora and 1 available at Nagoa	No
21.	V. P. Moira	Moira Church Cemetery, Moira, Goa	Moira, Crematorium at Pirazona-Moira	Yes
22.	Candolim	Burial facility is available in V. P. Candolim	Cremation facility is available in V. P. Candolim	No
23.	Pilerne-Marra	Yes Village Panchayat Pilerne-Marra, Bardez-Goa	3 No's of Crematorium belongs to Hindu Samaj at i) Mainem ii) Marra (old) iii) Marra (new) iv) 1 No. of Burial Ground belongs to Christian St. John Baptist Church, Pilerne	No. Not any portion/place reserved by this Village Panchayat for person professing any faith
24.	Guirim	Yes	Yes	No
25.	Bastora	No	No	No ground is identified for cremation and burial in V. P. jurisdiction
26.	Pomburpa- -Olaulim	Cementary at Olaulim Palmar-Pomburpa	Golna Palmar, Ecoxim Bhatn Ecoxim	As & when place are identified/place will be kept reserved for cremation/ /burial of body.
27.	Revora	Yes Burial facility for Christian community at Our Lady of Victory Church cemetery	Yes 2 crematorium for Hindu community for all caste or creed at Ambode, sarvem Khairat wada and other at Tank wada	No
28.	Anjuna-Caisua	V. P. Anjuna-Caisua is having 02 burial grounds i.e. 1-owned by St. Anthony Church, Vagator 2-Owned by St. Michael Church, Anjuna	03- Hindu cremato- riums	No separate place is reserved for the person not professing any faith in each of this cremation & burial grounds.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
29.	Colvale	There is only one cemetery for burial in the jurisdiction of V.P. Colvale	There are three cremation in the jurisdiction of V. P. Colvale 1) Cremation at Tarche-Galu, Colvale, Bardez-Goa 2) Cremation at Tuar wado, Colvale, Bardez-Goa 3) Cremation at Chiclaim, Colvale, Bardez-Goa	There is no any reserved place in the Jurisdiction of V. P. Colvale any faith in each of this remation and burial ground.
30.	Camurlim	Burial ground at St. Rita Church, Justawado, Camurlim, Bardez-Goa	Cremations/Cremations ground at Sateriwado, Camurlim, Bardez-Goa Cremations/Cremations ground at Darbarwado, Camurlim, Bardez-Goa Cremations/Cremations ground at Vagalim, Camurlim, Bardez-Goa Cremations/Cremations ground at Khairwado, Camurlim, Bardez-Goa	No
31.	Sirsaim	01-owned by Miracle Church of Sirsaim & 01- Church of Bodiem	01-Sirsaim Crematorium near Railway Station & 01-Kumaune waddo, Sirsaim	No
32.	Saligao	V. P. Saligao	V. P. Saligao	No
33.	Pirna	Burial grounds for Christian community at St. Francis Xavier's Church Pirna (1 No.)	1. Crematorium for Hindu community for all caste or creed at Devarna, Pirna 2. Crematorium for Hindu community for all caste at Thorli Chandai Pirna.	No

CANACONA BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Cola	One church cemetery at Cabo-De-Ram in V. P. Cola (burial)	Nil	No

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
		One church cemetery at Nuvem in V. P. Cola (burial)		
2.	V. P. Agonda	1	One public Hindu crematorium at Keri Woil-Agonda in V. P. Agonda Sy. No. 54/1	No
3.	V. P. Shristhal	One church cemetery at Vadamol in V. P. Shristhal (burial)	Nil	No
4.	V. P. Gaon- dongrem	Nil	Nil	No
5.	V. P. Cotigao	Nil	Nil	No
6.	V. P. Poinguin- nim	One Christian cemetery at Galgibag in V. P. Poinguinim in Sy. No. 173/1 (burial)	One Kurti Sadolxem, Public Cremetorium in V. P. Poinguinim in Sy. No. 131/1	No
		One Christian cemetery at Ordhafond in V.P. Poinguinim in Sy. No. 272/2 (Burial)	One Karegotton, Public Crematorium in Sy. No. 230/5	
		One Christian cemetery of Our Lady of Health Church at Chiplem V.P. Poinguinim (Burial)	One crematorium at Mahalwada in V. P. Poinguinim	
		One Christian cemetery of Our Lady of Rosary Church at Sadolxem in V. P. Poinguinim (Burial)	One crematorium at Goindal near high of communidade Poinguinim in V. P. Poinguinim (Idle)	
7.	V. P. Loliem- -Polem	One Christian cemetery of Fatima Retreat Center, Shelim in V. P. Loliem-Polem (Burial)	One Village Panchayat public crematorium at Madditolop in V. P. Loliem-Polem	No
		One Christian cemetery of St. Sebastian Church at Loliem in V.P. Loliem-Polem in Sy. No. 85/1 (Burial)		

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

DHARBANDORA BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	V. P. Collem-Sigao	V. P. Collem-Sigao	V. P. Collem-Sigao	No such portion/place reserved for person not professing any faith in any cremation or burial grounds.
2.	V. P. Molem	V. P. Molem	V. P. Molem	No such portion/place reserved for person not professing any faith in any cremation or burial grounds.
3.	V. P. Sancordem	—	Village Panchayat Sancordem, Mallem Survey No. 40/0	No
4.	V. P. Kirlapal-Dabal	Burial facility is available for Christian Community at Dabal	Cremation facility is available at 1. Dabal 2. Santon 3. Codli 4. Talap-Wagon 5. Karmanem	No
5.	V. P. Dhar-bandora	No	Yes 1) Tamsado 2) Pratapnagar	No

SALCETE BLOCK

Sr. No.	Name of Village Panchayats	Name of V. P. where facility for burial is available	Name of V. P. where facility for cremation is available	whether any portion/place reserved by the V. P. for person not professing any faith in each of the cremation and burial grounds is identified? If yes, provide details
1	2	3	4	5
1.	Ambelim	No	No	No
2.	Assolna	Passagem, Assolna	Orel, Assolna	No
3.	Aquem-Baixo	Nil	Nil	Nil
4.	Carmona	Carmona	NA	No
5.	Cavelossim	Holy Cross Church cemetery	Cremation is not available	Nil
6.	Chinchinim-Deussua	NA	No	No
7.	Dramapur-Sirlim	Dramapur Church Sirlim Chapel	Nil	Nil
8.	Davorlim-Dicarpale	Nil	Nil	No
9.	Navelim	V. P. Navelim Christian Cemetery (Our Lady of Rosary Church, Navelim)	NA	No

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
10.	Telaulim	Nil	Nil	Nil
11.	Varca	Burial facility is available in Varca Panchayat jurisdiction Reprovaddo Varca Salcete-Goa (Our Lady of Gloria Church Cemetery)	No cremation is available in Varca Panchayat	No
12.	Orlim	V. P. Orlim	NA	No
13.	Velim	1. St. Rock Church Tollecarto 2. St. Xavier Church	1. Khoirot Bapsoro Rangalim	No
14.	Rumdamol-Davorlim	Nil	Nil	Nil
15.	Cana-Benaulim	V. P. Cana Benaulim	NA	No
16.	Betalbatim	Betalbatim Church	Nil	Nil
17.	Camurlim	Yes, burial place belongs to Our Lady of Candelaria Church	No	No
18.	Chandor-Cavorim	Chandor Cavorim	Yes	Yes, newly constructed under Sy. No. 47/1 of village Cavorim.
19.	Colva	Church burial for christians at 1st ward Colva	No crematorium facility is available	No
20.	Curtorim	1. Cementry of St. Alex Church 2. Cementry of St. Rita Church	No	No
21.	Guridolim	This Village Panchayat have one number of cemetery which is of Church Our Lady of Bethlehem	NA	NA
22.	Macazana	1 Cementry i.e. at St. Francis Xavier Church at Povacao, Macasana	Nil	Nil
23.	Nuvem	NA	Nuvem	No
24.	Loutolim	Yes-Loutolim	No	No
25.	Paroda	Nil	Nil	Nil
26.	Sao Jose De Areal	One christian cementery belongs to St. Joseph Church (private organisation) in Sy. No. 1/3 at Igorje waddo of village Sao Jose de Areal	NA	No

1	2	3	4	5
27.	Seraulim	V. P. Seraulim near Seraulim Church which belongs to Seraulim Church only for Christian community	No	No
28.	Sarzora	Our Lady of Assumption Church cemetery	Barcemoddi Sarzora	Nil
29.	Raia	V. P. Raia	Nil	No
30.	Rachol	Yes, burial place belongs to Our Lady of Snows Church	No	No

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Department of Home

Home—General Division

—
Notification

No. 24/07/2018-HD (G)/1764

In exercise of the powers conferred by Section 31 of the Protection of Human Rights Act, 1993 (Central Act 10 of 1994), and in supersession of the Government Notification No. 1-2(9)94-LD dated 27-07-2001, published in the Official Gazette, Extraordinary No. 2, Series II No. 17 dated 27-07-2001, the Government of Goa hereby specifies the Public Prosecutors mentioned in column (2) of the Schedule below as Special Public Prosecutors, for the purpose of conducting cases in the Human Rights Courts for North Goa District and South Goa District, as specified in the corresponding entries in column (3) of the said Schedule, constituted vide the Government Notification No. 1-2(9)94-LD dated 20-06-1995, published in the Official Gazette, Series II No. 14 dated 6th July, 1995, with immediate effect:-

SCHEDULE

Sr. No.	Name of Public Prosecutor	Courts in which cases to be conducted
1	2	3
1.	Mrs. Poonam Bharne, Public Prosecutor, Panaji	Human Rights Court for North Goa District.
2.	Ms. Clarita Simoes, Public Prosecutor, Panaji	

1	2	3
3.	Shri Subhash Dessai, Public Prosecutor, Margao	Human Rights Court for North Goa District.
4.	Shri Ladislau Fernandes Public Prosecutor, Margao	

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 8th June, 2018.

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Department of Industries

—
Corrigendum

No. 11/19/2018-IND/196

Read: Notification No. 11/19/2018-IND/177 dated 25th May, 2018.

In the Notification referred in preamble cited above, at Sr. No. ii shall be substituted to read as "Deputy Director (Administration)", Directorate of Industries, Trade & Commerce.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 14th June, 2018.

Department of Labour

—
Order

No. 28/8/2018-LAB/385

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Mohit Ispat Limited, Plot No. 1, Navelim Industrial Estate, Navelim Village, Bicholim, Goa, and its workman Shri Vishant R. Kamat, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Mohit Ispat Limited, Plot No. 1, Navelim Industrial Estate, Navelim Village, Bicholim, Goa, in terminating the services of Shri Vishant R. Kamat, with effect from 13-09-2017, is legal and justified?
- (2) If not, what relief the workman is entitled to?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 14th June, 2018.

—
Order

No. 28/11/2018-LAB/386

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Chowgule Industries Private Limited, Fatorda, Salcete, Goa, and its workman, Shri Anand P. Gaonkar, Technician, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Chowgule Industries Private Limited, Fatorda, Salcete, Goa, in terminating the services of Shri Anand P. Gaonkar, Technician, with effect from 17-12-2016, is legal and justified?
- (2) If not, what relief the workman is entitled to?".

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 14th June, 2018.

Notification

No. 28/3/2018-LAB/Part-III/377

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-04-2018 in reference No. IT/14/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 8th June, 2018.

IN THE INDUSTRIAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/14/96

Shri Sadanand A. Gaude,
Simepaine-Mangueshi,
Mardol- Ponda-Goa. ... Workman/Party I.
V/s

M/s C.M.M. Group of Companies (Rapidur) Pvt. Ltd., Curti, Ponda, Goa.
 (Since dissolved), by its successor Beiersdorf India Ltd., Curti, Ponda, Goa. ... Employer/Party II.
 Workman/Party I represented by Ld. Adv. Shri S. P. Gaonkar.
 Employer/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 30th day of the month of April of the year 2018)

By Order dated 22-02-1996, bearing No. 28/2/96-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

(1) Whether the action of the management of M/s. C.M.M. Group of Companies-(Rapidur) Pvt. Ltd., Curti, Ponda, Goa in terminating the services of the workman Shri Sadanand A. Gaude with effect from July, 1994 is legal and justified?

(2) If not, to what relief the workman is entitled?

2. Upon receipt of the reference, IT/14/96 came to be registered and notices were issued to both the parties under registered A.D. post. Upon their appearance, Party I filed the Claim statement at Exh. 3 and Party II filed the written statement at Exh. 6.

3. In short, the case of Party I is that Party II had employed him as General Attendant w.e.f. 12-8-1987 and that the CMM Group of Companies namely Beiersdorf India Ltd., earlier Rapidur Pvt. Ltd., Wallace Pharmaceuticals Ltd., Colfax Laboratories and CFL Pharmaceuticals jointly formed the M/s Cosmed Analytical and Central Services (C.A.C.S.), a partnership firm to cater the common services to the CMM Group of Companies and that all the temporary workmen were in common pool and were deployed in various CMM Group of Companies as per their needs and were covered by common settlements and whenever permanent vacancies arose in the group of companies, these temporary workers were confirmed as per the seniority lists. The Party I was in the employment of CMM Group of Companies and he has worked in various companies including the Rapidur Pvt. Ltd. and at the time of refusal of employment, he was covered by the settlement dated 28-2-1995.

4. It is further the case of Party I that on 28-7-1994 while returning from the duty he had taken three empty gunny bags which were collected officially and to protect them from rains he had wrapped them in a waste plastic. However, upon checking, the company falsely fabricated the charges of theft on him and was refused the employment. It is stated that before the refusal of his employment no enquiry was conducted nor the principles of natural justice were followed and therefore the termination is illegal and unjustified. The Party I at the time of termination was not paid any legal dues nor was any enquiry conducted by the management. The Party I after termination was unemployed and could not succeed in getting the job till date and is undergoing hardship due to the unemployment. The termination of his services is illegal, improper and unjustified and therefore entitled to direct the employer to reinstate him with full back wages with continuity of services.

5. In the written statement, the Party II, M/s. Cosmed Analytical and Central Services has stated that the dispute is actually between the workman and the employer, partner of M/s. C.A.C.S. The said employer are rendering several services to various companies including the units of Cosme Mathias Menezes Group and it rendered services such as engineering and analytical for testing of raw materials, packing materials and finished goods with requisite Government approval and providing temporary labour force to pharmaceutical units from time to time. The clients of the employer firm has business of manufacturing products whose demands fluctuates during the year and wherever there is sudden spurt in the demand for particular pharmaceutical products in the market and as some pharmaceuticals unit are unable to cope up with such sudden increase in demands by increasing the production levels, are obliged to engage temporary workers to tide over such situations which are of short duration and the higher production demands are met by engaging temporary workers as packers and helpers for packing operation. The Party I workman was appointed for meeting exigencies of limited period on account of sudden spurt in the demand which is of temporary nature in order to cope up with the additional workload to be completed with the limited time and for limited purpose which demand is not sustained for long period. The engagement of the temporary workmen therefore necessarily envisages discretion of the management of the employer and no rights are created in favour of the workman.

6. M/s. C.A.C.S. received request from M/s. Beiersdorf India Ltd. to recruit some temporary workers and M/s. C.A.C.S. found Party I as suitable candidate for temporary appointment as temporary worker in the unit of M/s. Beiersdorf India Ltd. and accordingly, M/s. C.A.C.S. issued a letter of appointment dated 17-6-1994 to the Party I as temporary worker which was effective from 2-5-1994 wherein it was stipulated that the work is purely of temporary nature and will last up to 30-6-1994 which was based on projections of additional and occasional demand for products. The workman worked with M/s. Beiersdorf India Ltd. from 2-5-1994 to 27-7-1994 as temporary worker for around 65½ days inclusive of leave and corresponding holidays. The services of the workman were discontinued on 27-7-1994 when he was found leaving the factory with an empty plastic bag without any gate pass. The services of the workman as per the contract as a temporary worker were terminated in terms of the stipulation in the contract for temporary service. The workman was appointed on purely temporary basis for a particular period of time and therefore he is not entitled to claim benefit under the Industrial Disputes Act. The workman was not in continuous service with the employer. There was no illegal and unjustified action on the part of the employer. The Employer has paid daily wages as per the contract. The workman is not entitled for any relief.

7. It is also a matter of record that Ld. Adv. for Party II had filed an application that M/s. Beiersdorf India Ltd. be added as Party II in the proceedings as according to him Rapidur Pvt. Ltd. who was a Party to the proceedings as per the order of reference was amalgamated with Leukoplast India Ltd. in view of the order of Hon'ble High Court and the same is now known as M/s. Beiersdorf India Ltd. and by Order dated 3-8-2000, M/s Beiersdorf India Ltd. was added as Party II(2) in the present proceedings as it became the successor to Rapidur Pvt. Ltd. and as such the cause title came to be amended.

8. M/s. Beiersdorf India Ltd. also filed the written statement inter-alia contending that it is engaged in manufacturing and sale of Pharmaceutical products which fluctuates constantly. The employer engages temporary workers to such situation and higher production demands are met by engaging temporary workers. M/s. Cosmed Analytical and Central Services are rendering various services to the companies like Engineering, etc. and the Party requested said M/s. C.A.C.S. to depute workers for engagement to meet the requirement of

additional workforce due to sudden and temporary spurt in production. The Party I workman was accordingly deputed for a limited period to meet the demand of the above Party which was of purely temporary nature. The workman was found on 27-7-1994 leaving the factory with an empty plastic bag without a gate pass. The theft was reported to the management of M/s. C.A.C.S. by the above Party and was informed that the services of the Party I workman were terminated in terms of the contract. The workman was appointed on temporary basis for a stipulated period. The services of the workman were dispensed with as per the stipulation in the contract. There is no illegal and unjustified action on the part of above Party. The Party I workman was not their workman and therefore there was no termination at the instance of above Party. There is no termination of services of Party I workman and therefore he is not entitled for any relief.

9. In the rejoinder at Exh. 7, the Party I denied the case put forth by Party II in written statement.

10. It is a matter of record that the Advocate for M/s. Cosmed Analytical and Central Services has filed an application dated 12-3-2001 claiming that it is not a Party to the reference and that they may be allowed to withdraw their written statement and that the proceedings may be continued as against M/s. Beiersdorf India Ltd. No objection was given by the other side and the application was allowed and consequently, the written statement filed on behalf of M/s. Cosmed Analytical and Central Services came to be withdrawn.

11. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I proves that he was employed with the Party II M/s. Cosme Matias Menezes Group of Companies (Rapidur) Pvt. Ltd., as General attendant from 12-8-87?
- (2) Whether the Party I proves that the Party II terminated his services w.e.f. July, 1994 which is illegal and unjustified?
- (3) Whether the Party II proves that the Party I was employed with M/s. Cosmed Analytical & Central Services as a temporary worker w.e.f. 2-5-94 to 27-7-94?
- (4) Whether the Party I is entitled to any relief?
- (5) What Award?

12. It is a matter of record that the issue No. 3 has been recast on 19-4-2013 at Exh. 45 as follows:

(3) Whether Party II proves that they had engaged the services of workman through M/s. Cosmed Analytical and Central Services as a temporary worker effective from 2-5-1994?

13. In support of his claim, Party I Shri Sadanand A. Gauda examined himself and produced on record a copy of gate pass dated 22-7-1994 at Exh. W-1, a copy of Settlement dated 28-2-1995 at Exh. W-2, a copy of list of confirmed employees of Party II at Exh. W-3. The Party II also produced on record through the said witness a copy of letter dated 28-7-1994 at Exh. E-1 and a copy of letter dated 4-10-1994 addressed to the Managing Director of Party II at Exh. E-2. The Party I also examined Shri P. Gaonkar as second witness and produced on record a copy of Settlement dated 27-4-1993 at Exh. 37 and a copy of list of 225 temporary workmen at Exh. 38. On the other hand, the Party II examined Shri Shivdam Singh as witness No.1 and produced on record a copy of letter dated 27-7-1994 at Exh. 42 and a copy of Declaration dated 27-7-1994 at Exh. 43. The Party II also examined Shri Pradip Matha as witness No. 2 and closed their case.

14. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

15. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1 ... In the Affirmative.
 Issue No. 2 ... In the Affirmative.
 Issue No. 3 ... In the Negative.
 Issue No. 4 ... As per final order.
 Issue No. 5 ... As per final order.

REASONS

Issue No. 1 & 3:

16. Learned Adv. Shri S. P. Gaonkar for the Party I has submitted that the fact of employment has never been denied by Party II as it is only their case that they deputed the services of workman from M/s. C.A.C.S. as temporary workman by letter bearing No. TEMP/369/94 dated 17-6-1994 which letter was never produced. Shri Sadanand Gauda has deposed that he has been working with Party II since 1987, which fact has not been denied by Party II. The fact that the Party II had engaged the services of workman through M/s. C.A.C.S. as temporary worker with effect from 2-5-1994 has not been proved nor so called appointment letter dated

17-6-1994 has been produced on record. He further submitted that the CMM Group of Companies was signing common settlements with trade union for the entire group and no separate settlements were individually signed by each group of companies and therefore, the employer is the complete group and every member become jointly and severally liable for labour issues and when it comes to termination, it would be the liability of the company, who has terminated the workman, which is M/s. Beiersdorf India Ltd. and therefore the Party I has proved the above issue No. 1 and the Party II has failed to prove issue No. 3 and therefore, the same may be answered accordingly.

17. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the witness of Party II, namely, Pradeep Matha in his affidavit has mentioned the relevant facts of the case which has not been denied in the cross examination, on the contrary it has come on record that the temporary employees were employed in the name of M/s. C.A.C.S. and said position has been confirmed by the Party I himself and since the services were not terminated by M/s. Beiersdorf India Ltd., there was no actual employer-employee relationship between the company and Party I and any dispute should have been raised against M/s. C.A.C.S. and not against Party II. He further submitted that Party I gave no objection for deletion of M/s. C.A.C.S. and are proceedings against a wrong company. The Party I also failed to produce the documents such as appointment letter, salary voucher, confirmation letter, E.S.I. Card, termination letter, P.F. Slip, etc. to prove that he was employed with Party II and as such, the workman has no privity of contract with Party II. Hence, he is not entitled for any relief as against Party II, M/s. Beiersdorf India Ltd.

18. There is no dispute that Party I was working with Party II at the time of alleged incident. The Party II in the written statement has stated that the Party I was deputed by M/s. C.A.C.S. to Party II on temporary basis. There is also no dispute that Party II refused employment to Party I after the alleged incident on 28-7-1994 and therefore, the factum of employment of Party I with Party II, M/s. Beiersdorf India Ltd. has been duly established by Party I. M/s. C.A.C.S. who has earlier filed written statement has claimed that they have inadvertently filed the written statement which may be treated as withdrawn and that matter be proceeded as against M/s. Beiersdorf India Ltd. The Party II has not examined any person from M/s. C.A.C.S. to prove that Party II had engaged the services of

workman through M/s. C.A.C.S. as temporary worker with effect from 2-5-1994 as it has been specifically alleged that the workman was appointed as temporary workman by letter dated 17-6-1994, which letter has never been produced and therefore, an adverse inference has to be drawn as against Party II and hence, the case of Party II that the Party I was appointed as temporary workman cannot be believed, more particularly when it is an admitted fact that the workman had worked up to 28-7-1994 in the factory, while it is the case of the employer that he worked as temporary up to 30-6-1994, which clearly negates its case of Party I being appointed as a temporary workman.

19. Shri Sadanand Gaude in his deposition also clearly stated that he was working with Party II since 12-8-1987 with breaks in between. He also stated that he used to be called whenever Party II used to call for temporary workers for work as per seniority and whenever any permanent vacancy arose in the group of the company, the Party II used to appoint temporary workers as per their seniority and since May 1994 he was appointed to a regular post with Party II and he worked in the said post till 28-7-1994 when the alleged incident occurred. He also stated that along with him, there were more than 100 persons working as temporary workmen and they were confirmed in service according to their seniority after consultation with the union. He has produced the settlement dated 28-2-1995 signed by the Union with the partnership firm. He also claimed that he along with four other employees were confirmed by Party II. In the cross examination, he denied the suggestion that he was employed with Party II since 2-5-1994 as a temporary worker and that he was not employed prior to the said date with Party II at any time. He denied the suggestion that his services were terminated by M/s. C.A.C.S. and there is no employer-employee relationship between him and Party II.

20. The Party I also examined Shri Puti Gaonkar. He claimed that he was the General Secretary of Gomantak Mazdoor Sangh and he has signed the settlement dated 27-4-1993 on behalf of workmen of Party II at Exh. 37 and at the time of signing of the settlement, a list of workmen of 225 workers was prepared by Party II and the copy of the same was given to him which is at Exh. 38 and that pursuant to the settlement at Exh. 37, more than 150 workmen, whose names figure in the list at Exh. 38 were regularized as per their seniority and that Party I workman was one of the workmen who was regularized as per the settlement at Exh. 37.

In the cross examination, he has admitted that the settlement at Exh. 37 was signed by the management of CMM Group of Companies and Gomantak Mazdoor Sangh. He denied the suggestion that the settlement was signed by M/s. B. Brown and not CMM Group of Companies and that the terms of the settlement are not binding on Party II, so also that the Party I was not regularized as per the settlement at Exh. 37.

21. A little peep into the settlement dated 27-4-1993 at Exh. 37 show that it was signed between the management of CMM Group of Companies, Ponda and Gomantak Mazdoor Sangh in the matter of regularization of temporary workmen. There is no dispute that as per para 3 of the said settlement, it is mentioned that the workmen of the other unit could be transferred to M/s. B. Brown and such employee will follow the working procedure of M/s. B. Brown. Clause 7 of the said agreement also shows that in view of the understanding arrived at between the parties as above, the management has agreed to take 13 workmen from the list of temporaries on probation w.e.f. 1-4-1993. It is however not known whether the Party I workman whose name appears at Exh. 38 is one of the workers who have been regularized in terms of the said settlement. Be that is it may, the Party I has sufficiently proved that he was in employment with Party II employer since 1987 without any appointment letter as claimed by him in his deposition and that in May, 1994 he was given regular appointment. It has not been denied in the cross examination that he was in regular appointment from 2-5-1994. The letter dated 4.10.1994 produced by the Party II at Exh. E-2 addressed by Party I to Party II clearly shows that he had been working with CMM Group of Companies since last 7 years without any complaint which fortifies the case of Party I that he has been working with CMM Group of Companies since the year 1987.

22. The witness, Shri Pradeep Matha has claimed that the temporary employees were employed in the name of M/s. C.A.C.S. and the services of the said employees were placed at the disposal of different factories of Party II Company as per the need. He also admitted that till 1996, different factories of Party II in the name of M/s. C.A.C.S., Colfax Laboratories, CFL Pharmaceuticals, Wallace Pharmaceuticals, Rapidur Pvt. Ltd. and Leukoplast Pharmaceuticals were situated in one complex and that workers working in the said different factories were covered by one common settlement. The evidence on record therefore clearly shows that different factories were situated in one complex of

Cosme Matias Menezes Group of Companies and the services of the employees were placed at the disposal of different companies including that of Party II and that the CMM Group of Companies was signing common settlement with the trade unions for the entire group and no separate settlement were individually signed by each group of companies and that the employer is the complete group and every member would become jointly and severally liable for labour issues and when it comes to termination, it would be the liability of the company who has terminated the services as in the case of Party I workman who was engaged by M/s. Beiersdorf India Ltd. It is therefore the Party I has proved that he was employed with Party II i.e. CMM Group of Companies, Rapidur Pvt. Ltd. (M/s. Beiersdorf India Ltd.) from 12-8-1987 as its employee, while, the Party II had failed to show that they had engaged the services of Party I workman through M/s. C.A.C.S. as temporary worker from 2-5-1994. It is therefore, the issue No. 1 is answered in the affirmative and the issue No. 3 in the negative.

Issue No. 2:

23. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted that the Party II has stated in the written statement that the services of Party I were terminated on account of theft. The witness of Party II, Shri Shivdam Singh, Security Officer of M/s. C.A.C.S. has stated the Party I was found leaving the factory with an empty plastic bag without scrap gate pass and theft was reported to the management of Central Services by the security. The second witness, Shri Pradeep Matha has also deposed regarding theft of empty plastic bag by the Party I. It is therefore clear that the ground for termination was alleged misconduct of theft. No domestic enquiry has been held and therefore in absence of domestic enquiry, the punitive discharge is illegal and void and in support thereof, he relied upon the cases of (i) **Gujarat Steel Tubes Ltd. vs. Gujarat Steel Tubes Mazdoor Sabha, 1980 (I) LLJ 137;** (ii) **Shri Dattaraya Kaluram Dedge vs. The Union of India(Uoi), 2005 (2) Bom CR 14;** and (iii) **Beck and Co. India Ltd. Ankleshwar vs. S. J. Mehta, 1999 (2) LLJ 836.**

24. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the matter is a case of discharge simpliciter and no termination letter was issued by M/s. Beiersdorf India Ltd. The services of Party I was not confirmed. The Party I was involved in a theft of plastic bags. The Party I had a gate pass to take three empty gunny bags but not plastic bags. The workman was involved in the alleged

misconduct. The defence of the workman that he has merely wrapped the three gunny bags in a plastic bag cannot be justified considering the facts and circumstances of the present case. He also submitted that the relations between the Party I and the Party II had irretrievably broken down and they have lost confidence in the workman and is therefore not bound to take him back. In support of his contention, he relied upon the cases of (i) **Podar Mills (Process House) vs. Kamlakar Ganpat Sawant, 2002 LLR 340;** (ii) **Depot Manager, Andhra Pradesh State Road Transport Corporation vs. Raghuda Siva Sankar Prasad, 2007 LLR 113** and (iii) **Victor F Parmar vs. Elecon Engineering Ltd. 2000 LLR 582.**

25. Admittedly, the Party II terminated the services of Party I w.e.f. 28th July, 1994 after he was found with an empty plastic bag without a scrap gate pass. The Party II has examined the Security Officer, Shri Shivdam Singh who has claimed that on 27-4-1994, the workman was found with an empty plastic bag without a scrap gate pass. In the cross examination, he however stated that the plastic bag was confiscated by the Security Supervisor, Shri A. Fernandes and that he had written a letter at Exh. 42 claiming that the Party I was found in possession of empty white plastic bag without scrap gate pass and the same was kept in the security office. He has produced a declaration dated 27-7-1994 stating that the Party I was found in possession of empty white polythene bag without scrap gate pass while leaving the factory premises. He, however claimed that the declaration does not bear his signature and that he was not in the factory at the time when Shri A. Fernandes, Security Supervisor had written to the Personnel Executive of CMM Group and after said letter was written, Shri Fernandes phoned him and thereafter he came to the factory and signed the letter and that the Party I was having a gate pass at Exh. W-1 for three empty gunny bags. He denied the suggestion that the Party I had told the security supervisor that he had only wrapped the gunny bags in a scrap plastic cover because of the rains.

26. The second witness of the management, Shri Pradeep Matha has also stated that the plastic bag was found with the workman without a scrap gate pass and that the workman was found with empty plastic bag which is bigger than the normal size and that it was from the Production. He claimed that he had not seen the plastic bag and that in the report at Exh. 42, there is no mention that the plastic bag was from Production Department. There is however no dispute that Party I had a gate pass

at Exh. E-1 for three empty gunny bags and that one plastic polythene bag was also found along with the gunny bags at the security gate. He denied the suggestion that the workman was carrying only a scrap plastic cover and that the plastic cover was wrapped in gunny bags only to protect them from the rain.

27. The Party II has however not proved that the said plastic polythene bag belonged to the Production Department having some tangible value and that it was dishonestly taken by the Party I. No witnesses from the Production Department were examined to prove that the same belonged to the company and the workman was guilty of stealing the said plastic polythene bag. If there was any intention of stealing the plastic polythene bag on the part of Party I, it would have not found wrapped to the gunny bags. The property involved is extremely negligible and insignificant. The polythene bag which was the subject matter of theft is very worthless and the charge was trivial. It needs no mention that even under Section 79 of Indian Penal Code, under Chapter IV, General Exceptions, offences of trivial nature are not taken note of. Even, if it is considered that the Party I had taken the polythene bag, the act of taking the polythene bag may not constitute an offence of theft and even if, the order of termination without holding enquiry cannot be sustained, more particularly when the workman had put in 7 years of service with Party II and therefore, the refusal of service by Party II on such a trivial ground cannot be sustained. In any event, the Party I has also not been given an opportunity to defend himself in the domestic enquiry nor any domestic enquiry was held by the Party II nor any findings has been rendered that the property belonging to Party II was stolen by Party I and that in the process he was caught at the security gate. Therefore, in the absence of domestic enquiry, the punitive discharge of Party I workman is illegal and void, besides the fact the charge of theft of polythene bag has not been proved by Party II.

28. The Hon'ble Apex Court in the case of **Gujarat Steels Tubes Ltd.**, supra has held that the punitive discharge is prohibited unless an opportunity to show cause against charges of misconduct is afforded. The Hon'ble Apex Court in the case of **V. P. Ahuja vs. State of Punjab and Others, 2001 (1) SC 272** has also held that a probationer or a temporary servant is entitled to certain protection and his services cannot be terminated arbitrarily nor his services can be terminated in a punitive manner without complying

with the principles of natural justice. It is well settled in the case of **D. K. Yadav vs. J. M. A. Industries Ltd., 1993 SCC (L&S) 723** that no man should be condemned unheard in order to prevent authority from acting arbitrarily affecting the rights of the person concerned and that no decision must be taken which will affect the right of any person without his/her being informed of the case and giving him/her an opportunity of putting forward his/her case as an order involving civil consequences must be made consistently with the rules of natural justice and fair play.

29. Ld. Adv. Shri P. Chawdikar for the Party II has submitted that Party I has not completed 240 days of continuous service in the preceding year as stipulated in Section 25-B of the Industrial Disputes Act to seek any relief under Industrial Disputes Act. However, the said provision of Section 25-B will not attract to the facts of the present case as Section 25-B which is under Chapter V-A of the Industrial Disputes Act is applicable only for the cases of lay-off and retrenchment as Section 25-B opens with the words "for the purposes of the Chapter". It is therefore clear that the Section 25-B applies only when claim is made under Chapter V-A of the Act. Moreover, to take benefit of Section 25-F under Chapter V-A, the workman must show that he has been continuous service for "one year or more", which is not applicable to the case at hand as the cases for dismissal or misconduct with or without domestic enquiry are covered under Section 11-A of the Industrial Disputes Act and have no relation to Chapter V-A and therefore the concept of 240 days as claimed by Ld. Adv. Shri P. Chawdikar cannot be extended to cases of punitive discharge/dismissal for misconduct.

30. The present case is the case of punitive discharge and therefore the question of proving 240 days does not arise as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for Party I. Moreover, the alleged temporary status of Party I also makes no difference since it is the case of punitive discharge and not the case where Party I is claiming permanency. The reliefs under the Industrial Disputes Act are not dependent on whether the workman is temporary or regular appointee. Even assuming that the workman was a temporary workman, the domestic enquiry is required to be made irrespective of the number of days he worked as evident from clause 13(2) of the Model Standing Orders (Schedule I) of the Industrial Employment (Standing Orders) Act, 1946. It is therefore clear that the action of the Party II in terminating the services was a punitive discharge and in the

absence of domestic enquiry, it is patently illegal and non-est. It is therefore, issue No. 2 is answered in the affirmative.

Issue No. 4 & 5:

31. Ld. Adv. Shri S. P. Gaonkar for Party I has submitted that the Party I workmen is entitled for reinstatement with full back wages as the illegality of termination has been established. He further submitted that the workman was 32 years old in 1997 when he was illegally terminated and that today his age is 52 years and therefore has 8 years of service left in him considering the retirement age to be 60 years as per Model Standing Orders of the Industrial Employment (Standing Orders) Act, 1946. He further submitted that the workman has pleaded as well as deposed that he is unemployed which is the only requirement under the settled law for claiming relief for reinstatement with back wages as held in the case of (i) **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Ors.**, 2014 II CLR 813 and (ii) **Hindustan Tin Works Pvt. Ltd. vs. Employees of M/s. Hindustan Tin Works Pvt. Ltd. & Ors.**, 1978 STPL(LE) 9432 SC.

32. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the Party I is not entitled for any reinstatement as relief of reinstatement with back wages is not automatic even if the termination of the employee has been found illegal or is in contravention to the prescribed procedure and therefore even if the company has not complied with the necessary procedures, reinstatement would not follow in such cases. He also submitted that once the employer has lost the confidence in the employee and the bonafide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge and the reinstatement cannot be directed in the case of loss of confidence. He further submitted that in case of theft, the quantum of theft is not important and what is important is the loss of confidence of the employer in employee. The Party I workman has lost the confidence of Party II who was involved in theft of plastic bag without any gate pass and therefore not bound to take him back and in support thereof, he relied upon the cases of (i) **Bharat Sanchar Nigam Limited vs. Bhurumal**, 2014 (7) SCC 177; (ii) **Kanhayalal Agrawal and Others vs. Factory Manager, Gwalior Sugar Co. Ltd.**, 2001 II LLJ 1239.

33. In the case of **Deepali Gundu Surwase**, supra, the Division Bench of Hon'ble Bombay High Court has held that if the order of termination is void ab initio, the workman is entitled to re-instatement with full back-wages. The relevant Para 22 of the decision is extracted hereunder:-

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or Court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back-wages. If the employer wants to deny back-wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back-wages to an employee, who has suffered due to an illegal act of the employer, would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back-wages including the emoluments."

34. In the case of **Hindustan Tin Works Pvt. Ltd.**, supra, the Hon'ble Apex Court has held that where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself throughout the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted. If after such prolonged litigation the workman is not paid his back wages, it would amount to a penalty for no fault of his. The workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed

during the enforced idleness. If the termination is illegal or motivated it may amount to unfair labour practice. In such circumstances reinstatement being the normal rule, it should be done with full back wages and the Party objecting to it must establish the circumstances necessitating departure. The Tribunal will then exercise its discretion, but the discretion must be exercised in a judicial and judicious manner. The reason for exercising discretion must be cogent and convincing and must appear on the face of the record. It should not be arbitrary, vague and fanciful but legal and regular.

35. The question therefore is what reliefs the Party I/workman is entitled to, once it is held that the refusal/termination is illegal, whether he is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

36. Needless to mention, ordinarily a workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the enforced idealness. The Court may substitute re-instatement by compensation on justifiable ground viz. where the industry is closed or where the employee has superannuated or going to retire shortly and no period of service is left to his credit or where workman has been rendered incapacitated to discharge the duties and is not fit to be reinstated or when he has lost confidence of the management to discharge duties. The case of Party II does not fall in any of the categories mentioned above so as to justify compensation in lieu of reinstatement. The Party II was 32 years of age in 1997 at the time of his termination in the year 1997 and therefore he would be at the age of about 53 years as of now and hence, he has over 7 years of service left in him considering the retirement age is 60 years in terms of Industrial Employment (Standings Orders) Act, 1946 as held in the case of **Sirsat Lodge vs. Mashnu Gawade, 2014(6) Mh.L.J. 263.**

37. The Party I has proved that the termination of his services were illegal and without following the principles of natural justice. The employer has terminated the services of Party I w.e.f. 28-7-1994 when he was refused entry into the factory. The workman has pleaded as well as deposed that he is unemployed which is the only requirement for claiming relief of reinstatement with back wages as it is well settled that when the action of the employer is in gross violation of principles of natural justice, the Tribunal would be fully justified in

granting full back wages. There are no pleading or evidence on behalf of the employer that the workman was gainfully employed after the retrenchment. It is also well settled that in cases of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The company is still functioning and is carrying on business at Ponda. The other co-employees working with the workman were regularized in due course as per the settlement whereas the Party I workman was terminated on false charges of theft without conducting a domestic enquiry and therefore the submission of Ld. Adv. Shri P. Chawdikar that the Party II has lost the confidence in Party I and hence, cannot be taken back is without any merits and therefore cannot be accepted.

38. The Party I would have received benefits of the settlement dated 28-2-1995 at Exh. W-2, had his services not been terminated illegally. The Settlement dated 28-2-1995 at Exh. W-2 to which the employer was a Party was entered under Section 12(3) of the Industrial Disputes Act and therefore binding on all the workmen. There is also no dispute that as per the settlement at Exh. W-2, the Party I who was the General attendant was covered under grade IV and as per clause 3 of the settlement, grade IV employees were drawing basic of Rs. 720/- with flat rise Rs. 150/-, Seniority Fixed Dearness Allowance Rs. 200/-, Fixed Dearness Allowance Rs. 1247/-, HRA @18% of basic Rs. 1296/-, Transport subsidy Rs. 200/-, Education allowance Rs. 180/-, Domiciliary Treatment allowance Rs. 95/- which total comes to Rs. 4,088/- in addition there is VDA as agreed at page 7 of the settlement at Exh. W-2 which will take the average salary beyond 5000/- per month. The Party II has not produced any documents including balance sheet to show that it is running in loss, closed down or is in severe financial doldrums or that the Party I has been employed or secured better permanent employment elsewhere. The Party I having proved that the employer terminated his services illegally and that the termination is motivated and found to be invalid and that the employer has taken away his right to work, contrary to the relevant law and has deprived him of the earnings, the Party I is entitled for the reliefs claimed.

39. In the result, I pass the following:

ORDER

- (i) The reference stands allowed.
- (ii) It is hereby held that the action of the management of M/s. C.M.M. Group of Companies-(Rapidur) Pvt. Ltd., Curti, Ponda,

Goa in terminating the services of the workman, Shri Sadanand A. Gaude with effect from 28th July, 1994 is illegal and unjustified.

- (iii) The Party II is directed to reinstate the services of Party I, Shri Sadanand A. Gaude, with full back wages, continuity in services and consequential benefits attached to the post.
- (iv) The Party II is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (v) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-I/373

The following Order passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 10-05-2018 in reference No. C-IT/31/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 06th June, 2018.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Case No. C-IT/31/10

Smt. Seema R. Khandeparkar,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Ponda, Goa. ... Complainant.

V/s

M/s. Goa Bagayatdar Sahakari
Kharedi Vikri Saunstha Maryadit,
Ponda, Goa ... Respondent.

Complainant represented by Ld. Adv. Shri S. P. Gaonkar.

Respondent represented by Ld. Adv. Shri A. V. Nigalye.

ORDER

(Delivered on this the 10th day of the month of May of the year 2018)

This is a complaint filed under Section 33-A of the Industrial Disputes Act, 1947.

2. In short, the case of the Complainant is that the Complainant was working as Packer continuously with the Respondent since 14-07-1995. The Union on 07-5-2010 made a representation before the Managing Director of the Respondent to stop the illegal deduction so ordered by the Respondent from the earned wages, however no action was taken and it continued to illegally deduct amounts from the earned wages and after the receipt of the said letter, the management started harassing and threatening the workers. The Union thereafter raised a dispute before the Assistant Labour Commissioner, Ponda to intervene in the matter. The Managing Director called and threatened them that if they do not withdraw the dispute raised before ALC, Ponda, then they must not attend the duty from the next date and if they attend the duty they would be transferred. The Union thereafter issued another letter dated 19-06-2010 to the Managing Director requesting him to stop the harassment and to take necessary action in the matter of illegal deductions and non-payment of the minimum wages.

3. The Officer of the Respondent, Shri Satish Prabhu informed her not to attend the duty from 27-06-2010 and orally terminated her services without any notice or one month's notice pay and that no gratuity/retrenchment compensation was paid to her at the time of refusal of her employment as required under the law. It is also claimed that the matter regarding regularization of her services is pending before the Hon'ble Tribunal under Reference No. IT/36/2003 and therefore the Respondent have violated Section 33 of the Industrial Disputes Act, 1947 at the time of refusing her employment. The Complainant on 30-06-2010 wrote a letter to the Managing Director of the Respondent informing him the position and explaining him that Shri Satish Prabhu had directed her not to join the duty and had also informed him that the matter in respect of regularization of her

services is pending before the Industrial Tribunal under Ref. No. IT/36/2003 and hence, the refusal of employment is illegal. The management had not filed any approval application nor obtained the permission from the appropriate authority. The refusal of employment/termination is illegal, unjustified and bad in law and the Complainant is entitled for reinstatement with full back wages and continuity of service. Hence, the complaint.

4. The Respondent filed a written statement inter-alia contending that the Complaint is not maintainable in law and on facts of the case and that the Hon'ble Tribunal has no jurisdiction to entertain and decide the complaint. The Respondent is a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa and now governed by the Goa Co-operative Societies Act, 2001. The Hon'ble Tribunal gets jurisdiction under Section 33-A of the Industrial Disputes Act during the pendency of proceedings before it and that they have not contravened the provisions of Section 33 of the Act nor discharged or dismissed the Complainant for misconduct or altered conditions of her service during the pendency of proceedings before the Hon'ble Tribunal. The Complainant through her Union raised an industrial dispute in respect of the same matter relating to alleged termination of her service and that the Conciliation Officer also started conciliation proceedings purportedly under Section 12 of the Industrial Disputes Act, 1947 and that the Complainant/Union withdrew the said proceedings and filed the present complaint. The Complainant has also filed an application under Section 4 of the Goa Shops and Establishments Act, 1973 before the Authority appointed under the said Act.

5. The Respondent are engaged in the purchase and sale of agricultural produce such as areca nuts, coconuts, cashew, spices and other agricultural products produced by its members and other agriculturists in Goa to provide remunerative prices to the agriculturists and horticulturists for their produce and that they are also engaged in the sale of consumer and other goods in order to provide the said goods to the public at reasonable rates. The activities of the Respondent are aimed at reducing the dependence of farmers and the general public on middlemen and private traders. They also engaged in social service and that earning profit is not its motivating force or its aim or object. They are also engaged in educating the farmers about advanced technology and other matters relating to agriculture and that these

activities are carried out through its Head office and branches situated in different parts of Goa and for the said purpose, the Respondent has employed workers in different grades and categories for performing various types of functions assigned to them from time to time.

6. The Respondent has employed some persons who are engaged on piece rate and casual basis and are employed for cleaning the grains, cereals and other similar materials, weigh the said materials and pack them in packets of specific weights. They are paid on piece rated basis in accordance with their output i.e. the packets packed by them. They are neither daily rated, weekly rated or monthly rated employees of the Respondent. They are offered employment as and when available. They have no fixed working hours and they are free to attend the work as per their convenience. Normally, they approach the office of the Respondent in the morning hours at the time of opening and they are allotted work, if available. They are paid at the end of the week as per the volume of packets packed by them. They are not employed on any sanctioned post and they are not entitled to any other benefit like wage scales, leave, etc. like other regular employees. The service rules of the society are also not applicable to them, they being piece rated employees. The eligibility criteria for employment of regular employees are not applicable to them as they do not have any lien on service or right for regular employment in the services of the Respondent.

7. The Complainant was one of such persons employed at its Head office branch at Ponda, Goa on piece-rate and casual basis and that she has no legal right for regular appointment in service of the Respondent. It is an established practice in the organization of the Respondent that whenever shortages are noticed in a particular establishment, such shortages are recovered from persons working in that establishment by proportionately making deductions from their wages and as the Complainant was employed at the said Branch, it was decided to make proportionate deductions from her wages also as per the existing practice. However, the Complainant and some other persons working with her resented to the deductions and raised a false dispute through Gomantak Mazdoor Sangh. The Respondent has not terminated the service of the Complainant nor discharged or dismissed her for misconduct and that Section 33 of the Industrial Disputes Act has no relation to the present case.

8. The Complainant filed a rejoinder at Exhibit 5 denying the case put forth by Respondent in the written statement.

9. Issues that came to be framed at Exh. 6 are as follows:

- (1) Whether the Party I/Applicant proves that she was in continuous service in the establishment of the Respondent since 17-8-97 (sic. 14-07-1995)?
- (2) Whether the Party I/Applicant proves that her services were orally terminated on 27-6-10 as the union had demanded for payment of minimum wages?
- (3) Whether the Party I/Applicant proves that the termination is in contravention of Section 33 of the Industrial Disputes Act?
- (4) Whether the Party I/applicant proves that her termination is illegal and unjustified?
- (5) Whether the Party II/Respondent proves that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies?
- (6) What relief? What order?

10. In support, the Complainant, Seema Khandeparkar examined herself and produced on record a copy of letter dated 6-4-2002 to the General Secretary, Gomantak Mazdoor Sangh at Exh. 11, a copy of order of reference dated 2-7-2003 at Exh. 12, a copy of letter dated 7-5-2010 to the Managing Director of Respondent along with notice dated 15-4-2010 at Exh. 13, a copy of letter dated 7-5-2010 to the ALC, Ponda at Exh. 14 colly, a copy of letter dated 15-6-2010 to ALC, Ponda regarding minimum wages at Exh. 15, a copy of letter dated 19-6-2010 to Managing Director of Respondent at Exh. 16, a copy of letter dated 28-6-2010 to ALC at Exh. 17, a copy of letter dated 30-6-2010 to Managing Director of Respondent at Exh. 18, a copy of letter dated 28-8-2010 to the Labour Commissioner in respect of violation of Section 25H of ID Act at Exh. 19. The Complainant also examined Shri P. Gaonkar and produced on record a copy of Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 42.

11. On the other hand, the Respondent examined Shri Ulhas Anant Umarse as their witness and produced on record the copies of the documents showing wages of the packers at Exh. 23 colly, a copy of PF contribution of the workers at Exh. 24 colly, a copy of Provident Fund returns filed by Party II at Exh. 25 colly, a copy of Service rules of Party II at Exh. 26, a copy of the claim statement,

written statement, rejoinder and the evidence recorded in reference No. IT/36/03 at Exh. 27 colly, copies of the application filed before the Commissioner of Labour and other documents at Exh. 28 colly, a copy of letter dated 28-6-2010 to Assistant Labour Commissioner, Ponda at Exh. 29, a copy of letter dated 27-9-2010 to the Labour Inspector, Ponda at Exh. 30, copies of Roznama along with minutes of meeting held on 11-8-2010 before Commissioner of Labour at Exh. 31 colly, a copy of Award dated 16-4-2012 at Exh. 32, a copy of written statement at Exh. 33, Copy of statement dated 22-6-2010 at Exh. 34, copies of P.F. Returns at Exh. 35 colly and copies of packing register at Exh. 36 colly.

12. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

- Issue No. 1 ... In the Affirmative.
- Issue No. 2 ... In the Affirmative.
- Issue No. 3 ... In the Affirmative.
- Issue No. 4 ... In the Affirmative.
- Issue No. 5 ... In the Negative.
- Issue No. 6 ... As per final order.

REASONS

Issue No. 1:

14. Learned Adv. Shri S. P. Gaonkar for the Complainant has submitted that the workman has worked for more than 240 days in the preceding year and therefore is in continuous service within the meaning of Section 25-B of the Industrial Disputes Act which has been proved by documents at Exh. 24 colly, Exh. 35 colly, 36 colly and Exh. 43. He therefore submitted that the Complainant was in continuous service in the establishment of the Respondent since 17-8-1997. He further submitted that for workers who have been in employment from long, their cases would be covered under Section 25-B(1) of the Act and there is no need for such workers to prove that they have actually worked for 240 days in the last preceding twelve months prior to the date of termination. The Complainant had worked for nearly 15 years and hence her case would be covered under Section 25-B(1) and therefore, there is no need to prove that she actually worked for 240 days before her retrenchment and in support thereof, he relied upon the case of **Sarita S. Melwani (Mrs) vs. Pallavi V. Talekar & Ors., 2008 (1) MhLJ 522.**

15. Per contra, Ld. Adv. A. V. Nigalye for the Respondent has submitted that the term 'continuous service' is defined in Section 25-B of the Industrial Disputes Act and in terms of the said provision, a workman shall be deemed to be in continuous service for a period of one year, if she, during the period of 12 calendar months preceding the date to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. The calculation in the present case, has therefore, to be made from 26-6-2009 and the Complainant has to prove that she has put in a service of 240 days from 26-6-2009 till 26-6-2010 i.e. the date of her alleged termination. He further submitted that the Complainant has not been able to prove that she has worked for 240 days and that the retrenchment for non compliance of Section 25-F of the Industrial Disputes Act is illegal. The precondition for applicability of Section 25-F is that the workman should be in continuous service and should have worked for 240 days during 12 calendar months prior to the date of termination and the burden of proving the said issue is on the Complainant which she has failed to establish and therefore, the above issue may be decided against the Complainant.

16. There cannot be any dispute that the Complainant has been working for last 15 years continuously in the establishment of the Respondent as packer since 14-7-95 as stated in the claim statement. The Respondent has however claimed that the Complainant was employed on piece rated and casual basis and not in regular employment. Section 25-B(1) is a deeming fiction which includes actual days in service which has been proved by the Complainant by producing the documents at Exh. 24 colly, which are Employees Provident Fund contributions for the period from March, 2009 to Feb. 2010, Contribution of Provident Fund from 2001 to February 2010 at Exh. 35 colly, Packing registers at Exh. 36 colly and Form 6-A for the period from 1st March 2010 to Feb. 2011 at Exh. 43. Moreover, Section 25-B of the Act will not attract in the present case as Section 25-B which is under Chapter V-A of the Industrial Disputes Act is applicable only for the cases of lay-off and retrenchment as Section 25-B opens with the words 'for the purposes of the Chapter'. It is therefore clear that the Section 25-B applies only when claim is made under Chapter V-A of the Act. Moreover, to take benefit of Section 25-F under Chapter V-A, the workman must show that she has been in continuous service for 'one year or more', which is not applicable to the case at hand as the cases for dismissal or misconduct with or without domestic

enquiry are covered under Section 11-A of the Industrial Disputes Act and have no relation to Chapter V-A and therefore, the concept of 240 days as claimed by Ld. Adv. Shri Nigalye cannot be extended to the present case. The Complainant having proved that she had worked for nearly 15 years and that she was in employment from long, her case would be covered under Section 25-B(1) of the Act and there is no need for her to prove that she had actually worked for 240 days in the last preceding twelve months prior to the date of termination. The contention of Ld. Adv. Shri A. V. Nigalye as stated above therefore pales into insignificance. The above issue No. 1 is answered in the affirmative.

Issue Nos. 2, 3 and 4:

17. Learned Adv. Shri Nigalye for the Respondent has submitted that the first hurdle that the workman has to cross is to show that there is a proceedings pending in the Industrial Tribunal and that she is a 'person concerned' in such a dispute and the workman has to further prove that she has been dismissed/discharged from service for misconduct or there has been an alteration in condition of her service. He further submitted that it is not the case of any of the parties in the proceeding that it is a case of discharge/dismissal for misconduct, on the contrary the entire emphasis of the Complainant is that the termination of service is by way of illegal retrenchment and it is a change or alteration in the condition of her service. He further submitted that it is a settled law that the retrenchment will not ordinarily amount to alteration of conditions of service and that the workman has to prove that there are malafides in the action of the employer. The Complainant has admitted in the cross examination that there was an enquiry before the deductions were ordered and that the deductions were in respect of shortages detected in the branch in respect of all employees. There was no malafide and therefore in the absence of malafides, the allegation that it is the case of retrenchment amounting to alteration of conditions of service and consequently, breach of Section 33 cannot be treated as established.

18. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Complainant has submitted and rightly so that it is the case of the workman of oral termination amounting to refusal of employment and the workman has alleged as well as deposed that on 26-6-2010, Shri Satish Prabhu, Officer of the Respondent told them not to attend the duties from 27-6-2010 as the union had demanded minimum wages. The Complainant has produced

on record a letter dated 30-6-2010 at Exh. 18 addressed to the Managing Director explaining how their Officer, Shri Satish Prabhu asked them not to come for work and that they have not been offered legal dues. The letter was not replied to and the employer completely ignored the said letter. Shri Ulhas Umare has admitted that the Respondent has received the said letter. The Complainant therefore has discharged the burden of proving the oral termination. Said Shri Satish Prabhu who has orally terminated the services of Party I has not been examined and therefore adverse inference has to be drawn against the employer.

19. Needless to mention, the Union on behalf of the workmen has raised a dispute for regularization of their services and extension of all the benefits to the workmen which was registered as IT/36/2003 at Exh. 27 colly. The order of reference mentions the name of the Complainant at Sr. No. 7 and the said reference came to be decided by Award dated 16-4-2012 at Exh. 32. It is therefore clear that when the alleged services of the workmen were terminated on 26-6-2010, the dispute regarding regularization of the services was pending adjudication and no permission was sought of the Tribunal before termination of their services and hence, the action of the employer is in contravention of Section 33 of the Industrial Disputes Act. It is also well settled in the case of **The Bhavnagar Municipality vs. Alibhai Karimbhai and Ors., (1977) 2 SCC 350**, that when the employer resorts to retrenchment during the pendency of a dispute, the retrenchment amounts to alteration of conditions of service and such a case falls under Section 33(1)(a) of the Industrial Disputes Act as in the instant case, the employer refused employment during the pendency of their dispute for regularization under reference No. IT/36/03, which was a matter connected to their employment and therefore, the case falls under Section 33(1)(a) of the Act.

20. It is mandatory upon the Tribunal to adjudicate the complaint as if it was a dispute referred to or pending before it in accordance with provisions of the Industrial Disputes Act. The Complainant was refused employment as evident from the letter at Exh. 18 addressed to Shri Satish Prabhu and if the contents of the said letter were false or incorrect, the employer would have replied to the said letter which was conveniently ignored by them. The case of the Complainant was oral termination of the services and it does not involve any document to that effect. Smt. Seema has

deposited with regard to oral termination and therefore burden of proof has been sufficiently discharged by her. Shri Satish Prabhu who has orally terminated the services has not been examined on factum of oral termination of services and therefore adverse inference has to be drawn against the employer. Shri Umare has admitted that the letter at Exh. 18 by Smt. Seema was received by the management but denied that Shri Satish Prabhu asked the complainant not to join duty from 27-06-2010, however he could not have known what Mr. Satish Prabhu said to the complainant as the said conversation was exclusive between Shri Satish Prabhu and the Complainant. It is therefore manifestly clear that the services of the complainant was orally terminated on 26-6-2010 on demanding payment of minimum wages and that the said termination is in contravention of Section 33 of the Industrial Disputes Act.

21. The evidence on record clearly shows that the services of the Complainant were orally terminated on 27-6-2010. The Complainant has stated in the affidavit that she was working as a packer and was in continuous service since 14-7-1995 which is clear from her letter dated 30-6-2010 at Exh. 18 as well as in the statement of claim in reference No. IT/36/2003 and that the work carried out by her was of permanent nature. She also claimed that she was never given any appointment letter and that the Respondent illegally deducted their wages and therefore they made a representation before the management to stop the illegal deductions and soon thereafter the management started harassing and threatening them. She also claimed that they raised a dispute before the Assistant Labour Commissioner to intervene in the matter of illegal deductions and non-payment of minimum wages and that the Managing Director called and threatened them that if they do not withdraw the dispute, they must not attend the duty and eventually on 26-6-2010, Shri Satish Prabhu informed her not to attend the duty and as such orally terminated her services without any notice or legal dues. She admitted that the workers were paid on piece rated basis and they were not given appointment letter.

22. There is no dispute that Complainant was working as a packer with the establishment and that they were paid daily wages on piece rated basis and that there was no fixed duty timing for them. She also admitted in the cross examination that the deductions were being done as there were shortages. She admitted that they were not given appointment letters by the Respondent, but denied

that she is not entitled to get an appointment letter. She denied the suggestion that they have manipulated the documents to create evidence. The evidence therefore clearly shows that the Complainant was working for the Respondent and was orally terminated on 26-6-2010 and the said termination was in contravention of Section 33 of Industrial Disputes Act which is illegal and unjustified. It is therefore the contention of Ld. Adv. Shri Nigalye for the Respondent as stated above pales into insignificance.

23. Ld. Adv. Shri A. V. Nigalye for Respondent has submitted that the Complaint itself is not maintainable as it has been pleaded that the union has raised an industrial dispute before the Conciliation Officer in respect of the same matter relating to the termination of the services and the Conciliation Officer had started proceedings purportedly under Section 12 of the Industrial Disputes Act and that she subsequently withdrew the said proceedings and filed the present complaint. He further submitted that when there exists multiple remedies in different jurisdiction and the party avails of a remedy in one of the jurisdictions, the proceedings must be pursued to its logical end and should not be given up in the middle and start another proceeding under another provision or in another jurisdiction and that Complainant having availed a remedy under Section 12, she is barred from initiating another proceedings under Section 33-A of the Industrial Disputes Act. He further submitted that she also filed an application under Goa Shops and Establishments Act at Exh. 28 colly before the authority appointed under the said Act in respect of same subject matter and therefore it is evident that the Complainant has filed the proceedings in different jurisdiction and under different enactments in respect of the same claim which is not permissible and in support thereof, he relied upon the case of **Agra District Co-operative Bank Ltd., vs. Prescribed Authority, Labour Court, U. P. and others, AIR 2001 SC 239.**

24. Per contra, Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted and rightly so, that the employer has not claimed that the proceedings under the Industrial Disputes Act are barred because of the proceedings before the Conciliation Officer under Section 12 of the Industrial Disputes Act which was later on withdrawn or under Goa Shops and Establishments Act, 1973 more particularly when Goa Shops and Establishments Act cannot override a central legislation. The course adopted by the Complainant of approaching

the authority under Goa Shops and Establishments Act and subsequently filing the present complaint has no effect on the maintainability of the complaint filed in the present case as the doctrine of election which mandates that a litigant must pursue only one remedy, if many are available has no application when both remedies are concurrent and if there is no inconsistency between the remedies as held in the case of **Transcore vs. Union of India and Another, (2008) 1 SCC 125** and therefore the reliance placed by Ld. Adv. Shri A. V. Nigalye on the case of **Agra District Co-operative Bank Ltd.,** supra is not applicable to the case at hand as the said decision does not lay down any principle regarding subsequent remedy being barred. Moreover, it is nowhere the case of the Complainant that the complaint under Section 33-A is barred because the workman has preferred an appeal under Shops and Establishments Act. It is therefore the above argument of Ld. Adv. Shri Nigalye cannot be accepted having any merits.

25. Ld. Adv. Shri Nigalye has also submitted that Section 33-A of Industrial Disputes Act is not applicable in cases of termination simpliciter. Relying upon the case of **Air India Corporation vs. V. A. Rebellow, 1972(1) SCC 814**, he submitted that the ban is imposed only in regard to action for misconduct whether connected or unconnected with the dispute. The employer is, therefore, free to take action against his workman, if it is not based on any misconduct on their part. He therefore submitted that Section 33 of the Act is not attracted in the case of termination simpliciter. He further submitted that merely because discharge for misconduct is permitted with certain restrictions, it could never have been intended to prohibit simple discharge totally. He further submitted that when orders being of terminated simpliciter and the services of the workman were not terminated on the ground of misconduct, the application under Section 33-A is not maintainable as held in the cases of (i) **Rajasthan SRTC vs. Satya Prakash, 2013 (9) SCC 232** and (ii) **National Machinery Manufacturers Ltd. vs. P.D Vyasa, AIR 1964 Bom 184.**

26. Per contra, Ld. Adv. Shri S. P. Gaonkar has submitted and rightly so that the mandate under Section 33-A read with Section 33 of Industrial Disputes Act, 1947 has been explained by the Constitutional Bench of the Apex Court in the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank Ltd. vs. Ram Gopal Sharma & Ors., (2002) 2 SCC 244.** He also submitted that the present case of the Complainant falls specifically under Section 33(1)(a) which reads that no employer, during the

pendency of any conciliation proceeding before the Conciliation Officer or any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute shall in regard to any matter connected with the dispute, alter, to the prejudice of the workman concerned in such dispute, the condition of service applicable to them immediately before the commencement of such proceedings; and not Section 33(1)(b) for any misconduct connected with the dispute, since it is the case of the workman that employer had refused employment during the pendency of their industrial dispute for regularization bearing No. IT/36/2003 which was a matter connected to their employment, in which the employer has altered the condition of service.

27. When the employer resorts to retrenchment during the pendency of the dispute, the retrenchment amounts to alteration of condition of service as held in the case of **Bhavnagar Municipality**, supra. The reliance placed by Ld. Adv. Shri Nigalye on the cases above including that of **Air India Corporation**, supra is not applicable to the case at hand as in that case the employer had clearly alleged that the pending dispute had no connection with termination of the workman for which a complaint under Section 33-A was filed by him. Moreover, in the said case they were concerned only with the ban imposed against the order of discharge or punishment as contemplated by clause (b) of the two sub-sections and there were no allegations of alteration of terms of service of complainant, unlike in the present case as the Apex Court was not dealing with the situation under Section 33(1)(a) and therefore the said case does not alter the position laid down by the Apex court in the case of **Bhavnagar Municipality**, supra.

28. The reliance placed in the case of **Rajasthan SRTC**, supra is also not applicable to the case at hand as the question which arose for the consideration of the Apex Court was as to whether the Tribunal was right in awarding reinstatement with continuity in service in the proceedings under Section 33-A of the Act which arose out of initial breach of Section 33(2)(b) of the Act and the said case was a case of misconduct and falls under Section 33(2)(b), unlike the present case which is under Section 33(1)(a) and therefore it is also not applicable. The reliance placed in the case of **National Machinery Manufactures Ltd.**, supra also suffers from the same shortcoming as it is not a case under Section 33(1)(a) as the Hon'ble Bombay High Court while discussing Section 33 has in

express terms has stated that the case does not deal with Section 33(1)(a) and has recognised while discussing the scope of Section 33, the absolute bar to alter conditions of service under Section 33(1)(a). It is therefore the contention of Ld. Adv. Shri Nigalye and the reliance placed on the citations above cannot be accepted nor it can be said that Section 33-A is not applicable in cases of termination simpliciter as claimed by him.

29. Ld. Adv. Shri Nigalye has further submitted that the allegations in the complaint regarding the alleged breach of Section 33 are vague and ambiguous and though in the rejoinder, a passing reference is made regarding contravention of Section 33(1)(a) of Industrial Disputes Act, it does not form part of the pleadings. He further submitted that the contention of the Complainant that in terms of Rule 10(B) of the Industrial Disputes (Central) Rules, 1957, there is a provision for filing a rejoinder by party raising a dispute and therefore a rejoinder is a part of the pleadings cannot be accepted in view of settled position of law and in support thereof, he relied the cases of (i) **Citizen Aster Co-operative Housing Soc. Ltd. vs. Fredrick J. D'Souza, 2005 (2) Bom CR 647** and (ii) **State of Maharashtra vs. Prakash Patil, 2006 (1) ALL MR 567**.

30. However, as rightly submitted by Ld. Adv. Shri S. P. Gaonkar for the Complainant Rule 10-B(4) of Industrial Disputes (Central) Rules, 1957, specifically provides for submitting a rejoinder, if a party chooses to do so to the written statement by a party raising a dispute, unlike in Civil Procedure Code 1908 which has no provision for filing such a rejoinder and therefore, statutory pleadings like the rejoinder cannot be ignored as elaborated by her in para 4 of the rejoinder. Moreover, at para 13 of the complaint, she has clearly alleged that there is a violation of Section 33 and at para 10 all the foundational facts have been pleaded and since the foundation facts have been pleaded in the complaint, there would be no effect of whether it is taken in the rejoinder or not and therefore, the submission of Ld. Adv. Shri Nigalye and the reliance placed on the above citations will pale into insignificance. The Complainant has sufficiently proved that her services were orally terminated on 26-6-2010 as the Union had demanded payment of minimum wages and that her termination is in contravention of Section 33 of the Industrial Disputes Act and therefore is illegal and unjustified. It is therefore issues Nos. 2, 3 and 4 are answered in the affirmative.

Issue No. 5:

31. Ld. Adv Shri A. V. Nigalye for the Respondent has fairly submitted that in view of the judgment rendered by Hon'ble High Court of Bombay in the case of **Maharashtra State Cooperative Housing Finance Corporation Limited vs Prabhakar Sitaram Bhadange (2017) 5 SCC 623**, the Respondent does not press for issue No. 5 that the Tribunal has no jurisdiction to deal with the matter relating to the employee of the Co-operative Societies. It is therefore, the above issue No. 5 is answered accordingly.

Issue No. 6:

32. Ld. Adv. Shri S. P. Gaonkar for Complainant has submitted that there is violation of Section 33 of Industrial Disputes Act as the services of the Complainant have been terminated without compliance of Section 25-F of the Act and therefore the necessary relief should be reinstatement with full back wages as it has come on record that the Complainant is not gainfully employed anywhere and is of employable age and therefore, the Tribunal must consider relief of reinstatement with full back wages on the basis of last drawn salary. He further submitted that Section 11-A of the Industrial Disputes Act gives complete discretion to the Tribunal to give relief as it deems fit and while doing so the Tribunal should take into account the factors namely, long service from 1995 onwards; perennial nature of work i.e. packing; case of victimization since removed for demanding minimum wages; no delay in filing complaints; workmen are of employable age; non-employment for so many years resulted in financial deprivation, and in line with law laid down by Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Ors. (2013) 10 SCC 324**, the Complainant must be reinstated with full back wages.

33. Per contra, Ld. Adv. Shri Nigalye for Respondent has submitted that the Complainant is a piece rated employee and her status is even lower than a daily wager and it is well settled that a daily wager is not appointed to a post and she cannot claim reinstatement in service which would also apply to a piece rated worker. He further submitted that there is nothing on record even a letter from her to the Respondent or any application filed to that effect before the Tribunal that she made any efforts to join the duties as claimed by her during her cross examination. The Complainant therefore is not entitled for any relief and in support thereof, he relied upon the cases of (i) **Santosh R.**

Shirodkar vs. Sanquelim Municipal Council, through its Chief Officer, 2017 0 Supreme(Mah) 1579; (ii) In-charge Officer and Another vs. Shankar Shetty, (2010) 9 SCC 126.

34. The question therefore is what reliefs the Party I is entitled to, once it is held that the discharge/termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate monetary compensation in lieu of reinstatement and back wages.

35. It has been consistently held by the Hon'ble Apex Court that relief by way of reinstatement with back wages is not automatic, even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such a nature may be appropriate. It is also well settled that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that she was receiving during that period, which would meet the ends of justice. In the instant case, the Complainant was working with Respondent as packer on daily wages since 14-7-1995 on piece rated basis without any fixed duty timing as admitted by her in the cross examination and had put in about 15 years of service since the date of her termination on 27-6-2010 and the said termination had taken place about 23 years ago. None of the parties have produced the letter of appointment or her age on record. There is no dispute that the Complainant is daily wage piece rated workman and therefore is not entitled to reinstatement in service at this distance of time as held in the case of **Santosh Shirodkar, supra**.

36. There is no dispute that the Complainant was summarily terminated without paying any legal dues as stipulated under Section 25-F of the Industrial Disputes Act. The Complainant was drawing wages of Rs. 103/- per day. Therefore, considering that the Complainant had put in services of about 15 years on the date of termination and that she was unemployed for last 8 years from the date of termination and that the Complainant was earning around Rs. 103/- per day i.e. Rs. 2,678/- for 26 days of the month considering that she was daily wage piece rated worker, it would translate into salary of Rs. 32,136/- per annum and making a reasonable allowance for appropriate escalation, an average salary of Rs. 35,000 per annum can be

reckoned for the purposes of arriving at the amount of compensation, which would be around Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only) representing wages for about 8 years and considering that the Respondent has violated provisions of Section 25-F of the Act, so also the nature of appointment, the length of service and the time taken to settle the dispute, ends of justice would be met, if the Complainant is paid a lumpsum monetary compensation of Rs. 2,80,000/- (Rupees Two lakhs eighty thousand only), which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

37. In the result, I pass the following:

ORDER

- (i) The complaint stands allowed.
- (ii) It is hereby held that the action of the Respondent in refusal of employment/termination of the services of the

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.



Department of Official Language

Directorate of Official Language

Order

No. 8/54/2017/DOL/BPY/498

Sanction of the Government is hereby conveyed to declare the following awards to the below mentioned personalities under Bhasha Puraskar Yojana for the year 2016-2017.

Sr. No.	Name of the Award	Name of the person to be awarded	Language	Honorarium & others
1.	Dnyanpeeth awardee Ravindra Kelekar Konkani Bhasha Puraskar (ज्ञानपीठकार रविंद्र केळेकार कोंकणी भाशा पुरस्कार)	Shri Gurunath Shivaji Kelekar	Konkani	Rs. 1.00 lakh including Memento, Manpatra, Shawl & Shriphal.
2.	B. D. Satoskar Marathi Bhasha Puraskar (बा. द. सातोस्कर मराठी भाशा पुरस्कार)	Shri Rameshchandra Kesharinath Kolwalkar	Marathi	Rs. 1.00 lakh including Memento, Manpatra, Shawl & Shriphal.
3.	Durgaram Upadhe Sanskrit Bhasha Puraskar (दुर्गाराम उपाध्ये संस्कृत भाशा पुरस्कार)	Shri Gopal Shivram Joshi	Sanskrit	Rs. 1.00 lakh including Memento, Manpatra, Shawl & Shriphal.

The above awards will be presented in a Special function.

This issues with the approval of the Government vide U.O. No. 10578/F dated 14-12-2017 and concurrence of the Finance (Exp.) Department vide their U.O. No. 9934 dated 25-04-2018.

By order and in the name of the Governor of Goa.

Sneha S. Morajkar, Director & ex officio Joint Secretary (Official Language).

Panaji, 6th June, 2018.

Department of Personnel

Order

No. 15/9/2003-PER(Part-I)/1839

On the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/12/42(2)/2013/103 dated 25-05-2018, the Governor of Goa is pleased to declare that the following Officers in the cadre of Mamlatdar/Jt. Mamlatdar/Assistant Director of Civil Supplies to have satisfactorily completed their probation period/to confirm them in that grade as indicated below.

Sr. No.	Name of the officers	Date of completion of probation period	Date of completion of probation period and confirmation
1	2	3	4
1.	Shri Ravishankar Nipanikar	19-10-2016	—
2.	Shri Sandeep S. Gawde	—	30-01-2018.
3.	Shri Raghuraj Faldessai	—	30-01-2018.
4.	Smt. Avelina Dsa E Pereira	—	30-01-2018.
5.	Smt. Durga D. Kinlekar	—	30-01-2018.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 7th June, 2018.

Order

No. 15/22/96-Per/Part-II/1901

Read: 1) Notification No. 15/22/96/PER/Part I dated 04-10-1999 published in the Official Gazette, Series I No. 30 dated 21-10-1999.

2) Notification No. 15/22/96/PER/Part I dated 27-07-2011 published in the Official Gazette, Series I No. 21 dated 25-08-2011.

3) Notification No. 1/25/87-PER(Pt. II) dated 06-02-2013 published in the Official Gazette, Series I No. 46 dated 14-02-2013.

4) Letter No. COM/I/5/42(1)/97-11/265 dated 01-06-2018 of the Deputy Secretary, Goa Public Service Commission, Panaji-Goa.

The result of the Departmental Examination of the following Officers in the Cadre of Block Development Officer conducted by the Goa Public Service Commission in pursuance to the Notifications read in preamble (1), (2) and (3) on 12-05-2018, is declared, as indicated against their names:

Sr. No.	Name of the officer	Result
1.	Shri Manesh Hari Kedar	Passed.
2.	Shri Shrikant Babi Pednekar	Passed.
3.	Shri Milindra Ganesh Velip	Passed.

This is issued based on the result of the above candidates communicated by the Goa Public Service Commission vide letter read in preamble at Sr. No. (4).

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 12th June, 2018.

Order

No. 15/8/2003-PER/1912

On the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/12/42(1)/2013/105 dated 25-05-2018, the Governor of Goa is pleased to declare that the following Officers in the cadre of Block Development Officer to have satisfactorily completed their probation period and to confirm them in that grade as follows:

Sr. No.	Name of the officer	Date of completion of probation period and confirmation
1.	Shri Deepak Pandharinath Vaingankar	20-10-2016.
2.	Shri Krishnakant Sakharam Pangam	13-11-2017.
3.	Shri Bhagwant Anay Karmali	13-11-2017.
4.	Shri Prasiddh Prakash Naik	13-11-2017.
5.	Shri Amitesh Anant Shirvoikar	13-11-2017.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 12th June, 2018.

Office Memorandum

No. 15/19/2012-PER(Part)/1900

Read: 1. Memorandum No. 15/19/2012-PER (Part) dated 13-12-2017.
 2. Order No. 15/19/2012-PER (Part) dated 09-03-2018.

Certificate of verification bearing No. 0408173246 dated 07-08-2017 issued by the Dy. Collector/Sub-Divisional Officer, Mapusa certifying that Smt. Akshaya Anish Amonkar belongs to Kharvi Community of Other Backward Class has been verified by Vigilance Cell vide their report No. SP/North/VCC-UNIT/107/2018 dated 06-02-2018 and also verified by the Scrutiny Committee and is held valid as reported by the Directorate of Social Welfare Department vide Certificate dated 14-05-2018. The caste certificate verified by the Scrutiny Committee is accepted by the Government and same is kept on record.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).

Porvorim, 12th June, 2018.

**Department of Power**

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-31-25-88/GPSC/Part-III(B)/Vol.III/998

Read: Order No. CEE/Estt-31-25-88/GPSC/Part-III(B)/Vol. III/2209 dated 27-10-2017.

Whereas proposal was referred to the Goa Public Service Commission for promotion on regular basis to the post of Assistant Engineer (Elect.).

2. And whereas the Departmental Promotion Committee meeting recommended 39 Junior Engineers (Elect.) for promotion to the post of Assistant Engineers (Elect.) wherein Shri Michael Sony, Junior Engineer (Elect.) was promoted to the post of Assistant Engineer (Elect.) on regular basis vide Order No. CEE/Estt-31-25-88/GPSC/Part-III(B)/Vol. III/2209 dated 27-10-2017 as per the recommendation conveyed by the Goa Public Service Commission.

3. And whereas, Shri Michael Sony, Junior Engineer (Elect.) accepted the promotion vide his letter dated 30-10-2017 but could not join the post of Assistant Engineer (Elect.) as he was employed abroad while on Extraordinary Leave.

4. And whereas, this Department vide communication No. CEE/Estt-PF-6734/558 dated 15-05-2018 requested the Goa Public Service Commission to convey approval for cancellation of his promotion order and recommend the name of candidate in the waiting list to be promoted in place of Shri Michael Sony.

5. The Commission vide their letter No. COM/I/11/16(2)/2016/254 dated 30-05-2018 conveyed their approval for cancellation of promotion order in respect of Shri Michael Sony.

6. Consequent upon approval of Commission for cancellation of promotion order, Shri Michael Sony shall continue to function in his substantive post of Junior Engineer (Elect.) with immediate effect.

By order and in the name of the Governor of Goa.

N. Neelakanta Reddy, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 14th June, 2018.

**Department of Public Health****Order**

No. 7/1/2018-I/PHD/1512

Smt. Swati Lad, Drugs Inspector shall hold charge of the post of Assistant Drugs Controller, Directorate of Food and Drugs Administration, Bambolim-Goa, in addition to her own duties, with immediate effect till the posts of Assistant Drugs Controller, Directorate of Food and Drugs Administration is filled on regular basis, whichever is earlier.

Sanction of the Government is also accorded for grant of charge allowance under F. R. 49 to Smt. Swati Lad, for holding additional charge of the posts of Assistant Drugs Controller, Directorate of Food and Drugs Administration, in terms of point No. 2 of O.M. No. 2/38/75-PER(Vol. III) dated 09-06-2008, subject to limits prescribed by the Government vide Office Memorandum No. 2/38/75-PER(Vol. III) dated 25-08-2004.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 25th May, 2018.

Order

No. 7/1/2018-I/PHD/1513

Smt. Medha Dessai, and Smt. Sweta Dessai, both Assistant Drugs Controller shall hold charge of the posts of Deputy Directors, Directorate of Food and Drugs Administration, Bambolim-Goa, in addition to their own duties, with immediate effect till the posts of Deputy Director, Directorate of Food and Drugs Administration are filled on regular basis, whichever is earlier.

Sanction of the Government is also accorded for grant of charge allowance under F. R. 49 to Smt. Medha Dessai and Smt. Sweta Dessai, for holding additional charge of the posts of Deputy Director, Directorate of Food and Drugs Administration, in terms of point No. 2 of O.M. No. 2/38/75-PER(Vol. III) dated 09-06-2008, subject to limits prescribed by the Government vide Office Memorandum No. 2/38/75-PER(Vol.III) dated 25-08-2004.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 25th May, 2018.

Order

No. 44/25/2017-I/PHD/1508

Read: Memorandum No. 44/25/2017-I/PHD dated 10-4-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM//I/5/24(2)/2017/1103 dated 8-03-2018, Government is pleased to appoint the following Medical Officers (Group "A" Gazetted) in the Pay matrix under level 10 [Rs. 15,600-39,100+GP: Rs. 5,400/- (pre-revised)] under the Directorate of Health Services with immediate effect as per terms and conditions contained in the memorandum cited above.

Sr.	Name of the Doctor
No.	

1	2
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1. Dr. Saili Satish Pradhan.
2. Dr. Uma U. Sadekar.
3. Dr. Kalyani G. Pai.
4. Dr. Elvira Noronha.
5. Dr. Denvera Vaz.
6. Dr. Amey S. Prabhu.
7. Dr. Siddharth Sitaram Naik.
8. Dr. Nikhita Quadros.

1	2
9.	Dr. Sairaj A. Naik (OBC).
10.	Dr. Abhinav A. Naik (OBC).
11.	Dr. Nita Anand Kambli (OBC).
12.	Dr. Pratiksha P. Chodankar (OBC).
13.	Dr. Amaiye Anta alias Ananta Gaonkar (OBC).
14.	Dr. Valancia Maria Furtado (OBC).
15.	Dr. Shawn Custodio Dias (ST).

The above doctors shall be on probation for a period of two years with effect from the date of their joining. The above doctors have been medically examined by the Medical Board and found fit.

The appointment is made subject to the verification of their character and antecedents. In the event of any adverse matter being noticed by the Government on verification of their character and antecedents, their services shall be terminated.

Consequent upon their appointment, the following doctors are posted at places indicated against their names:-

Sr. No.	Name of the Doctor	Place of posting
1	2	3
1.	Dr. Saili Satish Pradhan	Community Health Centre, Valpoi vice Dr. Abijit Wadkar transferred.
2.	Dr. Uma U. Sadekar	Family Welfare Programme, Directorate of Health Services, Panaji. vice Dr. Shubatha Kamble transferred.
3.	Dr. Kalyani G. Pai	Sub-District Hospital, Ponda against the newly created post (revived).
4.	Dr. Elvira Noronha	Sub -District Hospital, Ponda against the newly created post (revived).
5.	Dr. Denvera Vaz	Hospicio Hospital, Margao against the vacant post due to the promotion of Fr. Freda D'Costa.
6.	Dr. Amey S. Prabhu	Primary Health Centre, Aldona against the vacant post due to the resignation of Dr. Manuelina Faleiro.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	1	2	3
7.	Dr. Siddharth Sitaram Naik	North Goa District Hospital, Mapusa against the newly created post (revived).	12.	Dr. Pratiksha P. Chodankar (OBC)	Hospicio Hospital, Margao.
8.	Dr. Nikhita Quadros	Hospicio Hospital, Margao against the vacant post due to the promotion of Dr. Lorna Fernandes.	13.	Dr. Amaiye Anta alias Ananta Gaonkar (OBC)	North Goa District Hospital, Mapusa against the vacant post due to the promotion of Dr. Neeta Kakodkar.
9.	Dr. Sairaj A. Naik (OBC)	Community Health Centre, Canacona against the vacant post due to the promotion of Dr. Vandana Dessai.	14.	Dr. Valancia Maria Furtado (OBC)	Hospicio Hospital, Margao against the vacant post.
10.	Dr. Abhinav A. Naik (OBC)	Hospicio Hospital, Margao against the vacant post due to the resignation of Dr. Sudan Singbal.	15.	Dr. Shawn Custodio Dias (ST)	Community Health Centre, Canacona (RMD Maxem) against the vacant post due to the resignation of Dr. Shradha Naik.
11.	Dr. Nita A. Kambli (OBC)	North Goa District Hospital, Mapusa against the vacant post.	By order and in the name of the Governor of Goa.		

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 8th June, 2018.

Order

No. 32/1/96-I/PHD/P.F./1538

Sanction of the Secretary (Health), as Head of Department is hereby accorded for continuation of the following Group "A" and "B" posts in the Directorate of Food and Drugs Administration, Bambolim for the period of one year from 01-03-2018, to 28-02-2019, as per the details given below:

Sr. No.	Designation	Level of pay	No. of Posts	No. & date of creation Order
1	2	3	4	5
Group 'A' (Gazetted)				
1.	Senior Scientific Officer (Food)	Level 10	01	No. 1/15/80-I/PHD dated 06-09-1980.
2.	Designated Officer	Level 02	02	No. 5/3/2011-I/PHD dated 09-07-2012. Revival Order No. 5/3/2011-I/PHD/6064 dated 05-11-2014.
Group 'B' (Gazetted)				
3.	Junior Scientific Officer (Food)	Level 07	01	No. PHD/12(9)/74-Creation dated 02-09-1974.
4.	Drugs Inspector	Level 07	02	No. 13/2/2001-I/PHD/Part File dated 10-06-2003.
5.	Drugs Inspector	Level 07	02	No. 5/7/2011-I/PHD dated 24-04-2013.
6.	Technical Officer	Level 07	01	No. 5/7/2011-I/PHD dated 24-04-2013.
Group 'B' (Non-Gazetted)				
7.	Chemist (Drugs)	Level 06	01	No. 13/2/2001-I/PHD/Part File dated 10-06-2003.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 12

21ST JUNE, 2018

1	2	3	4	5
8.	Chemist (Food)	Level 06	01	No. 13/2/2001-I/PHD/Part File dated 10-06-2003.
9.	Chemist (Food)	Level 06	01	No. 13/2/2001-I/PHD/Part File dated 10-06-2003.
				Revised vide Order No. 5/2/2005-I/PHD/5524 dated 12-12-2006.
10.	Chemist	Level 06	01	No. 1/1/83/PHD dated 27-08-1983.
			i)	Recreated vide Order No. 10/8/90-I/PHD dated 10-05-1991.
			ii)	Recreated vide Order No. 11/12/91-I/PHD dated 23-04-1993.
11.	Assistant Local (Health) Authority re-designated as Senior Food Safety Officer vide Order No. 5/2/2012-I/PHD dated 21-06-2013	Level 06	02	No. 5/7/2011-I/PHD dated 24-04-2013.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 12th June, 2018.



Department of Public Works

Office of the Principal Chief Engineer

Order

No. 34/4/2018/PCE-PWD-ADM(II)/45

Government is pleased to promote the following Superintending Engineers/Superintending Surveyor of Works on ad hoc basis to the post of Chief Engineer in Public Works Department, Group 'A', Gazetted in the Level 14 in the Pay Matrix under 7th Pay Commission with immediate effect for a period of 3 months or till the date of retirement or till the post is filled on regular basis whichever is earlier and post them in the places shown against their names in column No. (4) below:

Sr. No.	Name of the officer	Present place of posting	Place of posting on promotion
1	2	3	4
1.	Shri S. M. Dhond	Superintending Engineer, Circle Office VIII (PHE), Margao	As Chief Engineer, Sports Authority of Goa, Panaji on deputation.
2.	Shri G. M. Naik Parrikar	Superintending Engineer, JICA ODA Loan Project, Altinho, Panaji	As Project Director in JICA ODA Loan Project, Altinho, Panaji on deputation.
3.	Shri Vijaykumar P. Verenkar	Superintending Engineer, Circle Office IX (NH), Altinho, Panaji	As Chief Engineer (NHR&B), Altinho, Panaji in the existing vacancy.
4.	Shri Vinay P. Bharne (E/M)	Superintending Engineer, Circle Office VII (M/E), Altinho, Panaji	As Chief Engineer-II (Bldgs.), Altinho, Panaji, vice Shri Prabhakar Gupta, CE-II transferred.
5.	Shri P. B. Sheldarkar	As Managing Director in SIDCGL, Panaji on deputation	As Managing Director, Sewerage Infrastructure Development Corporation of Goa Ltd., Panaji on deputation.

The above ad hoc promotion will not bestow on the promoted officers any claim for regular promotion nor the service rendered on ad hoc basis in the grade will be counted for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

Their pay shall be fixed at the minimum of Level 14 in the Pay Matrix under 7th Pay Commission in relaxation of Government of India Order (2) below FR-35.

Consequently, Shri Prabhakar Gupta, Chief Engineer-II, PWD, stands transferred and posted as Chief Engineer-I, PWD, with immediate effect.

By order and in the name of the Governor of Goa.

Uttam P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 7th June, 2018.



Department of Transport

Directorate of Transport

Notification

No. D.Tpt/EST/929/2018/3620

Read: D.TPT/EST/929/(Part File)/2011/1611

In exercise of the powers conferred by sub-sections (1) and (2) of Section 165 of the Motor Vehicles Act, 1988 (Central Act 59 of 1988), read with Section 21 of the General Clauses Act, 1897 (Central Act 10 of 1897), the Government of Goa hereby amends the Government Notification No. D.Tpt/ESt/929/(Part File)/2011/1611 dated 26-4-2012, published in the Official Gazette, Series II No. 4 dated 26-04-2012 (hereinafter referred to as the "said Notification"), as follows, namely:-

In the said Notification under item "(II) North Goa District", after entry at Serial No. 5, the following Serial No. and the corresponding entries in the respective entry shall be inserted namely:-

6. District Judge-2	Motor Accident Claims	North
North Goa, Mapusa,	Tribunal, North Goa	Goa
Member	District Sitting at Mapusa	District.".

By order and in the name of the Governor of Goa.

Nikhil Desai, Director & ex officio Additional Secretary (Transport).

Panaji, 15th June, 2018.

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